



Board of Supervisors Operations Cluster Agenda Review Meeting

DATE: August 13, 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):

None.

4. DISCUSSION ITEM(S):

A) Board Letter:

TEN-YEAR LEASE AMENDMENT
ANTELOPE VALLEY DOMESTIC VIOLENCE COUNCIL, INC.
1150 WEST AVENUE I, LANCASTER
CEO/RE - Kristal Ghil, Senior Real Property Agent

B) Board Letter:

GRATIS LEASE AGREEMENT
SOLEDAD ENRICHMENT ACTION, INC.
4876 GLEASON STREET, EAST LOS ANGELES
CEO/RE - Michael G. Rodriguez, Section Chief, County-owned

C) Board Letter:

SEVEN-YEAR LEASE
DEPARTMENT OF PUBLIC HEALTH
750 NORTH ALAMEDA STREET, LOS ANGELES
414 EAST COMMERCIAL STREET, LOS ANGELES
CEO/RE - Alexandra Nguyen-Rivera, Section Chief, Leasing

D) Board Letter:

REQUEST FOR APPROVAL TO ACCEPT SPONSORSHIP DONATIONS AND
IN KIND SUPPORT FOR FUTURE GREEN LEADERS SUMMITS UP TO
\$75,000 ANNUALLY
ISD - Minh Le, General Manager of Energy & Environmental Service

E) Board Letter:

AUTHORIZE INTERNAL SERVICES DEPARTMENT TO EMPLOY A RETIRED
COUNTY EMPLOYEE ON A TEMPORARY BASIS AND GRANT AN
EXCEPTION TO THE 180-DAY WAITING PERIOD REQUIRED UNDER THE
CALIFORNIA PUBLIC EMPLOYEE'S PENSION REFORM ACT
ISD - Christie Carr, Contracts Division Manager

F) Board Letter:

AUTHORIZE THE EXECUTIVE OFFICE OF THE BOARD OF SUPERVISORS
TO ADOPT A STREAMLINED SOLICITATION PROCESS FOR A
CONSULTING AND PROFESSIONAL SERVICES MASTER AGREEMENT FOR
EXECUTIVE OFFICE CONTRACT NEEDS
EO/BOS - Angel Ortega, Departmental Finance Manager

G) Board Letter:

APPROVAL TO EXECUTE A SOLE SOURCE AGREEMENT WITH
GREENCOURT LEGAL TECHNOLOGIES, LLC FOR GOVLINK SYSTEM AND
SERVICES AND APPROVE AN APPROPRIATION ADJUSTMENT FISCAL
YEAR (FY) 2025-2026

CSSD/CIO - Elizabeth Pak, Head Attorney and
Hooman Hassanpour, Departmental Chief Information Officer

H) Board Letter:

REQUEST TO APPROVE TAX RATE RESOLUTION
A-C - Rachelle Anema, Assistant Auditor-Controller

5. PRESENTATION ITEM(S):

None.

6. ADJOURNMENT

UPCOMING ITEMS FOR AUGUST 20, 2025:

None.

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

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	8/13/2025	
BOARD MEETING DATE	9/9/2025	
SUPERVISORIAL DISTRICT AFFECTED	☐ All ☐ 1 st ☐ 2 nd ☐ 3 rd ☐ 4 th ☒ 5 th	
DEPARTMENT(S)	CEO-RED	
SUBJECT	Request for delegated authority to the Chief Executive Officer to execute a 10-year lease amendment with Antelope Valley Domestic Violence Council, Inc. for County Owned property 1150 West Ave. I in Lancaster.	
PROGRAM	N/A	
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 term expires on December 10, 2025.	
COST & FUNDING	Total cost: N/A	Funding source: N/A
	TERMS (if applicable): The proposed term is 10 years, with no extension options.	
	Explanation:	
PURPOSE OF REQUEST	To amend the existing gratis agreement at 1150 West Ave. I in Lancaster to extend the agreement for an additional 10-year term. The current agreement expires on December 10, 2025.	
BACKGROUND (include internal/external issues that may exist including any related motions)	County has leased out space to the Antelope Valley Domestic Violence Council since 2001, and its current term is set to expire on December 10, 2025. The amendment has a 10-year term with no extension options. The rent will continue to be gratis and AVDVC will be responsible for all repairs and maintenance.	
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☒ No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☒ Yes ☐ No Child Protection	
DEPARTMENTAL CONTACTS	Kristal Ghil, Senior Real Property Agent CEO Real Estate Division 213-974-4453 KGhil@ceo.lacounty.gov	



Chief Executive Office.

COUNTY OF LOS ANGELES

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

CHIEF EXECUTIVE OFFICER

Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

September 9, 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:

**TEN-YEAR LEASE AMENDMENT
ANTELOPE VALLEY DOMESTIC VIOLENCE COUNCIL, INC.
1150 WEST AVENUE I, LANCASTER
(FIFTH DISTRICT) (3 VOTES)**

SUBJECT

Approval of a proposed ten-year lease amendment (Amendment) with Antelope Valley Domestic Violence Council, Inc, a California non-profit public benefit organization (AVDVC), to continue operation of the Valley Oasis Shelter for victims of domestic violence, located at 1150 West Avenue I, Lancaster (Premises).

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the delegation of authority to approve and execute the proposed Amendment set forth in the Enclosure for the continued use by the AVDVC at the Premises is categorically exempt from the provisions of the California Environmental Quality Act (CEQA), for the reasons stated in this letter.
2. Find that pursuant to Government Code Section 26227, the recommended action to authorize execution of the proposed Amendment will serve a public purpose and will make available County real property, not needed for County purposes, and by extending the lease term on a gratis basis to AVDVC will meet the social needs of the population of the County by providing services for victims of domestic violence.
3. Authorize the Chief Executive Officer, or her designee, to execute the proposed Amendment to extend the term of the lease for another ten years to December 10, 2035, on a gratis basis, update the insurance and possessory interest tax provisions, and add an annual inspection fee of \$1,000.

4. Authorize the Chief Executive Officer, or her designee, to negotiate, approve, and execute any ancillary documentation or future amendments, approved as to form by County Counsel, which are necessary to effectuate and implement the proposed amendment, and the gratis lease of the Premises to AVDVC, as set forth herein.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The County prioritizes efforts that support vulnerable populations, including, but not limited to, all victims of domestic violence. AVDVC has operated the Valley Oasis Shelter for victims of domestic violence since 1981. AVDVC occupies an improved County-owned parcel, containing approximately 160,000 square feet of land, along with bungalows and other structures, totaling approximately 17,000 square feet, located in the Antelope Valley.

AVDVC operates an emergency shelter, open 24 hours a day, providing services such as counseling, shelter, food, clothing, transportation, and legal assistance to men, women, and children of all ages who are victims of domestic violence. This shelter is unique in that it is one of the first shelters in the County to provide services to men. The center has a 65-bed capacity and on average assists 330 people per year. It also offers a transitional housing program and works directly with programs such as the County's Welfare to Work Program and a domestic violence intervention program funded through the County's Department of Public Social Services.

In 1994, the Board approved a ten-year gratis license with AVDVC, and in 2001, the Board approved a replacement of the license agreement with a ten-year gratis lease to assist the AVDVC in qualifying for the Federal Emergency Shelter Grant 2000, which would be used to upgrade the existing facility. The lease was subsequently amended in 2005 to extend the term and to clarify that AVDVC would be responsible for all repairs and maintenance of the property. It was amended again in 2016 to extend the term to December 10, 2025.

Section 26227 of the California Government Code authorizes the Board to make available real property to non-profit corporations to carry out programs that meet the social needs of the population of the County.

The proposed Amendment will make the following changes to the existing agreement:

- Extend the term of the lease to terminate on December 10, 2035.
- Update the insurance provisions to align with current County insurance requirements.
- Require the County's consent to any lease assignment, and to limit such assignment to another non-profit entity that will provide services comparable to the current use.

- Add an annual \$1,000 inspection fee for two inspections per lease year to verify that the property is maintained in good condition.
- Add a provision regarding possessory interest taxes.

The lease will remain gratis, and all utilities, repair, and maintenance costs will remain the responsibility of AVDVC.

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 Countywide Strategic Plan North Star 2 – *“Foster Vibrant and Resilient Communities”* – supports that the investments in the lives of County residents are sustainable only when grounded in strong communities. LA County, with the support of a network of public/private partnering, faith-based organizations, community-based organizations, philanthropic organizations, and local governments will foster vibrant and resilient communities.

The proposed Amendment is also consistent with the Strategic Asset Management Goal to strengthen connection between service priorities and asset decisions, and Key Objective No. 1 of Funding Highest Priority Needs.

The proposed Amendment supports the above goals and objective by using County-owned space to facilitate in the support of vulnerable populations in all aspects of life.

FISCAL IMPACT/FINANCING

There is no fiscal impact extending the term of this lease. AVDVC will continue to be responsible for all costs for maintenance, repairs, utilities, and annual inspection fees.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Section 26227 of the California Code authorizes the Board to expend money to establish programs, or fund programs deemed by the Board to be necessary, to meet the social needs of the population of the County. Section 26227, moreover, authorizes the Board to make available real property to nonprofit corporations to carry out these programs without complying with any other provisions of the California Government Code, including the Surplus Land Act. This amendment will allow the AVDVC to continue to operate its domestic violence shelter at the property on a gratis basis for another ten years.

County Counsel has reviewed the proposed Amendment and has approved it as to form.

ENVIRONMENTAL DOCUMENTATION

The proposed Amendment is categorically exempt from the provisions of CEQA because it is within certain classes of projects that have been determined not to have a significant effect on the environment according to section 15301 of the State CEQA Guidelines (Existing Facilities), and Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board on November 17, 1987. Additionally, it will comply with all applicable regulations, is not located in a sensitive environment, has no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste sites compiled, pursuant to 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 based on the records of the proposed project.

Upon the Board's approval of the recommended action, a Notice of Exemption will be filed with the Registrar-Recorder/County Clerk and with the State Clearinghouse at the Governor's Office of Land Use and Climate Innovation in accordance with section 21152 of the Public Resources Code and will be posted to the County's website pursuant to section 21092.2.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended action will not affect any current services.

Respectfully submitted,

FESIA A. DAVENPORT
Chief Executive Officer

FAD:JMN:JTC
JLC:HD:MGR:KG:ns

Enclosure

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

**AMENDMENT NO. 3 TO LEASE AGREEMENT COL-462
ANTELOPE VALLEY DOMESTIC VIOLENCE COUNCIL**

THIS AMENDMENT NO. 3 TO ANTELOPE VALLEY DOMESTIC VIOLENCE COUNCIL LEASE AGREEMENT COL-462 (together with all exhibits, attachments, and schedules hereto, if any "Amendment No. 3") is made and entered into effective as of the last signature date below (the "Effective Date") by and between the COUNTY OF LOS ANGELES, a body corporate and politic ("County") acting by and through its Chief Executive Office and Antelope Valley Domestic Violence Council, individually as a "Party" and collectively, the "Parties.") who is the lessee of a portion of County-owned property containing approximately 160,000 square feet of land, identified as a portion of Assessor's Parcel Number: 3203-013-900, along with bungalows and other structures, totaling approximately 16,700 square feet of improvements.

RECITALS:

A. WHEREAS, the parties entered into License Agreement No. 67715 on July 26, 1994, which was amended on July 5, 2000 (collectively "License Agreement No. 67715"), whereby a license agreement was granted for the exclusive use of a portion of County-owned property as stated above.

B. WHEREAS, the parties agreed to terminate License Agreement No. 67715, upon entering into Lease Agreement COL-462 on December 11, 2001, for a term of ten years, which was due to expire on December 10, 2011 (the "Agreement");

C. WHEREAS, Lessee and County then entered into Amendment No. 1 to Lease Agreement COL-462 on February 3, 2005 that amended the term of the Lease to expire on December 10, 2020;

D. WHEREAS, Lessee and County then entered into Amendment No. 2 to Lease Agreement COL-462 on March 31, 2016 that amended the term of the Lease to expire on December 10, 2025;

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby deemed to be a contractual part hereof, and the mutual promises, covenants, and conditions set forth herein, the parties hereto agree as follows:

1. Amendment to Lease. Paragraph 2.01 "Term" will be deleted in its entirety and the replaced with the following:

"The term of the Lease shall commence on December 11, 2025 and terminate on December 10, 2035."

2. Amendment to Lease. Section 7 "Insurance" will be deleted in its entirety and replaced with the following:

7. Insurance:

7.1 Lessee's Insurance: Without limiting the Lessee's indemnification of Lessor and during the term of this Lease, and until all of its obligations pursuant to this Lease have been met, Lessee shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Lease (the "**Required Insurance**"). These minimum insurance coverage terms, types and limits also are in addition to and separate from any other contractual obligation imposed upon Lessee pursuant to this Lease. The Lessor in no way warrants that the Required Insurance is sufficient to protect the Lessee for liabilities which may arise from or relate to this Lease. The County of Los Angeles reserves the right at its' reasonable discretion to adjust the insurance requirements based on elevated risk factors.

Evidence of Coverage and Notice to Lessor:

Certificate(s) of insurance coverage (Certificate) satisfactory to Lessor, and a copy of an Additional Insured endorsement confirming Lessor and its Agents (defined below) has been given Insured status under the Lessee's General Liability policy, shall be delivered to Lessor at the address shown below and provided prior to the start day of this Lease.

Renewal Certificates shall be provided to Lessor not less than 10 days prior to Lessee's policy expiration dates. The Lessor reserves the right to obtain complete, certified copies of any required Lessee insurance policies at any time.

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 Lessee 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 Lessor required endorsement forms.

Neither the Lessor's failure to obtain, nor the Lessor'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 Lessee, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements, notices of cancellation shall be delivered to:

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

Lessee also shall promptly notify Lessor of any third party claim or suit filed against Lessee which arises from or

relates to this Lease, and could result in the filing of a claim or lawsuit against Lessee and/or Lessor.

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

7.3 Cancellation of or Changes in Insurance: Lessee shall provide Lessor with, or Lessee's insurance policies shall contain a provision that Lessor 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 Lessor 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 Lessor, upon which the Lessor may suspend or terminate this Lease if such default is not cured within 10 days after written notice to Lessee thereof.

7.4 Failure to Maintain Insurance: Lessee's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Lease.

7.5 Insurer Financial Ratings: Insurance is to be provided by an insurance company authorized to do business in California and acceptable to the Lessor, with an A.M. Best rating of not less than A:VD, unless otherwise approved by the Lessor.

7.6 Lessee's Insurance Shall be Primary: Lessee's insurance policies, with respect to any claims related to this Lease, shall be primary with respect to all other sources of coverage available to Lessor. Any Lessor maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Lessee coverage.

7.7 Waiver of Subrogation: To the fullest extent permitted by law, the Lessee hereby waives its and its insurer(s) rights of recovery against Lessor under all required property insurance policies for any loss arising from or related to this Lease. The Lessee shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver. To the fullest extent permitted by law, the Lessor hereby waives its and its insurer(s) rights of recovery against Lessee for any loss arising from or related to this Lease under all required property insurance policies or any self-insurance maintained with respect thereto. The Lessor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver, and to the extent of any self-insurance, hereby waives any such right of subrogation.

7.8 Deductibles and Self-Insured Retentions (SIRs): Lessee's policies shall not obligate the Lessor to pay any portion of any Lessee deductible or SIR. Where deductible requirements are not otherwise stated herein, the Lessor retains the right to require Lessee to reduce or eliminate policy deductibles to not more than \$250,000 (increased annually by the percentage increase in CPI-All Urban Consumers) and SIRs as respects the Lessor, or to provide a bond guaranteeing Lessee's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

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

7.10 Application of Excess Liability Coverage: Lessee 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.

7.11 Severability of Interests. A severability of interest provision shall apply for all the Additional Insureds, ensuring that Sublessee's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policies' limit(s). There shall be no cross liability exclusions.

7.12 Lessor Review and Approval of Insurance Requirements: The Lessor reserves the right to review and adjust the Required Insurance provisions in its discretion and consistent with insurance requirements generally applicable for other children's camp facilities. Insurance Coverage Requirements. Lessee shall maintain the following:

7.13 General Liability insurance (written by ISO policy form CG 00 01 or its equivalent) and endorsed to name County as an additional insured, with limits of not less than the following:

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

7.13.1 Automobile Liability insurance (written on ISO form CA 00 01 or its equivalent) with a limit of liability of not less than \$ 1 million for each accident and providing coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto"; and

7.13.2 Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California and for which Lessee is responsible, and including Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease — policy limit:	\$1 million
Disease — each employee:	\$1 million

7.13.3 Professional Liability insurance (errors and omissions) with limits of insurance no less than \$1,000,000 per claim and \$2,000,000 in the aggregate. Coverage shall include employment practices, student liability, corporal punishment and sexual misconduct. This policy must also provide coverage for third party liability losses, including losses that arise out of local, state, or federal anti-discrimination laws, except that Lessee may instead elect to provide coverage for losses that arise out of local, state, or federal anti-discrimination laws through a separate employment practices liability insurance (EPLI) policy that has limits of not less than \$1,000,000 per claim, \$3,000,000 in the aggregate. Lessee shall maintain the insurance required in this subsection for a minimum of three years after termination of this Lease.

7.13.4 Commercial Property Insurance. Such insurance shall:

Be written for the full replacement cost of the property, with a deductible no greater than \$250,000 (increased annually by the percentage increase in CPI-All Urban Consumers) or 5% of the property value, whichever is less. Insurance proceeds shall be payable to the Lessee and Lessor as their interests may appear.

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

7.14 Without limiting Lessee's indemnification of County, Lessee shall provide and maintain at its own expense during the term of this agreement the following program(s) of insurance covering Lessee's operation hereunder. Such insurance shall be provided by insurer(s) satisfactory to County's Risk Manager and evidence of such programs satisfactory to the County shall be delivered to the CEO, Real Estate Division, 320 W. Temple St., 7th Floor, Los Angeles, California 90012, on or before the effective date of this agreement. Such evidence shall specifically identify this agreement and shall contain express conditions that the County is to be given written notice at least thirty (30) days in advance of any material modification or termination of any program of insurance.

3. Amendment to Lease. Section 9 "Transfers" will be deleted in its entirety and replaced with the following:

9. Transfers, Assignment and Subletting:

9.1 No Assignment: Lessee shall not, without the prior written consent of Lessor, either directly or indirectly give, assign, hypothecate, encumber, transfer, or grant control of this Lease or any interest, right, or privilege therein (each a "Transfer"). Moreover, any Transfer of the Lease, or any interest, right, or privilege therein shall only be made to another non-profit entity that will provide services comparable to the use set forth in Section 1.02. Transfer to a for-profit will be considered a material default as defined below in Section 9.1A.

For purposes of this provision, the following acts of Lessee shall be considered an assignment requiring the prior written consent of Lessor to be effective:

Any assumption, assignment, delegation, or takeover of any of the Lessee's duties, responsibilities, obligations, or performance of same hereunder by any non-profit entity other than the Lessee (whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism),

In the event one of the above occurs without Lessor's express prior written approval, such occurrence shall constitute an Event of Default that shall entitle Lessor, at its sole discretion, to terminate this Lease. In the event of such termination, County shall be entitled to pursue the same remedies against Lessee as it could pursue following an Event of Default by Lessee pursuant to the terms hereof, including without limitation Section 13, at law and in equity.

A. Default by Lessee:

(1) Material Default: The occurrence of any of the following shall constitute a material default and breach of this Lease (each an "Event of Default"):

- (a) A failure by Lessee to remain a nonprofit organization in good standing in the State of California at all times during the term of this lease;
- (b) A failure by Lessee to observe and perform any agreement, term, covenant or condition in this lease applicable to Lessee etc.
- (c) Transferring Lessee's interest under this lease in violation of this Section 9.1.A. Transfer to any entity other than another nonprofit shall automatically terminate this Lease.

4. Amendment to Lease. Section 3 "Payment" will have the following section added:

3.02. Inspection fee. Lessee shall pay an annual inspection fee in the amount of \$1,000 due and payable on the Commencement Date and each anniversary of the Commencement Date. Said fee shall reimburse Lessor for the inspections set forth in Section below.

5. Amendment to Lease. Section 4 "Operating Responsibilities" will have the following section added:

4.08 Lessor will conduct two inspections of the property during each lease year in order to verify that Lessee is maintaining the property in good condition and repair.

6. Amendment to Lease. Section 8.01 "Taxes and Assessments" will have the following section added:

8.02 Taxation of Leased Area: The Parties acknowledge that the Premises may be subject to Possessory Interest Taxes (as defined in California Revenue and Taxation Code Section 107) and that such taxes will be paid by Lessee. This statement is intended to comply with Section 107.6 of the Revenue and Taxation Code. Lessee shall pay before delinquency all lawful taxes, assessments, fees, or charges, which at any time may be levied, by the Federal, State, County, City, or any other tax or assessment-levying body upon the Leased Area and any improvements located thereon. If Lessee fails to pay any lawful taxes or assessments upon the Leased Area, which Lessee is, obligated to pay, Lessee will be in default of the Lease. County reserves the right to pay any such tax, assessment, fee, or charge, and all monies so paid by County shall be repaid by Lessee to County upon demand.

7. Ratification. Except as amended by the provisions of this Amendment No. 3, the terms and provisions of the Agreement remain in full force and effect. County and Antelope Valley Domestic Violence Council ratify and affirm the Agreement as amended by this Amendment No. 3.
8. Choice of Law. The terms and provisions of this Amendment No. 3 shall be construed in accordance with, and governed by, the laws of the State of California without application of any choice of law provisions.
9. Entire Agreement and Modification. The Agreement as modified by this Amendment No. 3 constitutes the final, complete and exclusive statement of the terms of the agreement of County and Antelope Valley Domestic Violence Council, and is binding on and inures to the benefit of the respective heirs, representatives, successors and assigns of County and Antelope Valley Domestic Violence Council. This Amendment No. 3 shall be deemed to be incorporated into the Agreement and made a part thereof. All references to the Agreement in any other document shall be deemed to refer to the Agreement as modified by this Amendment No. 3. Except as modified by this Amendment No. 3, all of the terms and conditions of the Agreement shall remain in full force and effect. In the event that the terms of this Amendment No. 3 conflict with the terms of the Agreement and its schedules, the terms of this Amendment No. 3 shall control. Neither County nor Antelope Valley Domestic Violence Council has been induced to enter in to this Amendment No. 3 by, nor is County or Antelope Valley Domestic Violence Council relying upon, any representation or warranty other than those set forth in this Amendment No. 3. Any agreement made after the date of this Amendment No. 3 shall be ineffective to amend this Amendment No. 3, in whole or in part, unless such agreement is in writing, is signed by County and , Antelope Valley Domestic Violence Council and specifically states that the agreement amends or modifies this Amendment No. 3 (or the Agreement, as amended by this Amendment No.3).
10. No Drafting Presumption. The doctrine or rule of construction that ambiguities in a written instrument or agreement shall be construed against the party drafting the same shall not be employed in connection with this Amendment No. 3.
11. Partial Invalidity. If any term, covenant or provision of this Amendment No. 3 is, to any extent, held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Amendment No. 3, or the application of that term, covenant or provision to persons or circumstances other than those as to which it is held to be invalid or

unenforceable, will not be affected by such invalidity or unenforceability, and all other terms, covenants and conditions of this Amendment No. 3 will be valid and enforceable to the fullest extent permitted by law.

12. Construction. Unless the context clearly requires otherwise, in this Amendment No. 3 (a) the plural and singular numbers shall each be deemed to include the other; (b) the masculine, feminine and neuter genders shall each be deemed to include the others; (c) "shall," "will," "must," "agrees," and "covenants" are each mandatory; (d) "may" is permissive; (e) "or" is not exclusive; and (f) "includes" and "including" are not limiting. Each covenant, agreement, obligation or other provision of this Amendment No. 3 shall be deemed and construed as a separate and independent covenant of the party bound by, undertaking or making the same, not dependent on any other provision of this Amendment No. 3, unless otherwise expressly provided in this Amendment No. 3.
13. Capitalized Terms; Paragraph References. Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Agreement, unless otherwise defined in this Amendment No. 3. Unless otherwise noted, section references in this Amendment No. 3 refer to sections in Agreement, as amended by this Amendment No. 3.
14. Captions. The captions to the sections in this Amendment No. 3 are included for convenience of reference only and do not modify or define any of the provisions of this Amendment No. 3.
15. Counterparts. This Amendment No. 3 and any other document necessary for the consummation of the transaction contemplated by this Amendment may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures.

All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Amendment and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Amendment had been delivered and had been signed using a handwritten signature. County and State (i) agree that an electronic signature, whether digital or encrypted, of a party to this Amendment is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Amendment based on the foregoing forms of signature.

16. Electronic Signatures. If this Amendment 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.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, Antelope Valley Domestic Violence Council has executed this Amendment No. 3 or caused it to be duly executed and County of Los Angeles, pursuant to the _____ Board Motion has caused this Amendment No. 3 to be executed on its behalf by the Chief Executive Officer, the day, month and year first above written.

COUNTY OF LOS ANGELES,
a body corporate and politic

FESIA A. DAVENPORT
Chief Executive Officer

By: _____
John T. Cooke
Assistant Chief Executive Officer

**ANTELOPE VALLEY DOMESTIC VIOLENCE
COUNCIL**

By: _____
Sarah Perry
Its: Chief Executive Officer

Date: 7/18/25

ATTEST:

DEAN C. LOGAN
Registrar-Recorder/County Clerk

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
Deputy County Counsel

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	8/13/2025	
BOARD MEETING DATE	9/16/2025	
SUPERVISORIAL DISTRICT AFFECTED	☐ All ☒ 1 st ☐ 2 nd ☐ 3 rd ☐ 4 th ☐ 5 th	
DEPARTMENT(S)	CEO Real Estate Division	
SUBJECT	GRATIS LEASE AGREEMENT WITH SOLEDAD ENRICHMENT ACTION, INC. OPERATING AT 4876 GLEASON STREET, EAST LOS ANGELES, CA 90022	
PROGRAM	N/A	
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: This is a gratis lease. Lessee is responsible for repairs, maintenance and utilities. Lessee shall pay an annual inspection fee of \$1,000, during the lease term, to the County for the County to conduct two property inspections per lease term to verify that the property is being maintained in good condition and repair.	Funding source: Not applicable
	TERMS (if applicable): 15 years with one additional 5-year extension	
PURPOSE OF REQUEST	To approve a gratis lease agreement for a period of 15 years with one additional 5-year extension, which would provide the Soledad Enrichment Action, Inc. (SEA) continued use of East Los Angeles Civic Center located at 4876 Gleason Street, East Los Angeles. SEA currently provides activities such as computer training, job preparedness, after school programs, parenting programs for parents of high-risk youths, parent support groups, after school gang prevention programs for children 8-12, a family service cooperative, teen pregnancy prevention programs, crisis intervention services, Camp Unity (a camp for inner city youth), psychological services and various other community and social services including dedicated use of the facility to ameliorate health disparities and Substance Use Disorder services. Pursuant to Government Code Section 26227, the Board has the authority to make available real property not needed for County purposes to nonprofit organizations for operation of programs which serve public purposes and are necessary to meet the social needs of the population of the County.	
BACKGROUND (include internal/external issues that may exist including any related motions)		
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	Michael G. Rodriguez Section Chief, County-owned CEO Real Estate Division 213-974-4246 mgrodriguez@ceo.lacounty.gov	



Chief Executive Office.

COUNTY OF LOS ANGELES

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

CHIEF EXECUTIVE OFFICER

Fesia A. Davenport

September 16, 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:

**GRATIS LEASE AGREEMENT
SOLEDAD ENRICHMENT ACTION, INC.
4876 GLEASON STREET, EAST LOS ANGELES
(FIRST DISTRICT) (3 VOTES)**

SUBJECT

Approval of a proposed 15-year gratis lease agreement (Lease) at 4876 Gleason Street, East Los Angeles, (formerly 137 and 151 South Fetterly Avenue, East Los Angeles), identified as Assessor Parcel Numbers 5250-026-919, 5250-026-940 (Premises).

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed Lease as set forth in the Enclosure is categorically exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter.
2. Find that pursuant to Government Code Section 26227, the Premises proposed to be leased to Soledad Enrichment Action, Inc., a California non-profit benefit corporation (SEA), is not currently needed for County purposes.
3. Find that pursuant to Government Code Section 26277, the programs and services to be provided by SEA are necessary to meet the social needs of the County and serve public purposes, which benefit the County.

4. Authorize the Chief Executive Officer, or her designee, to execute the proposed Lease with an option to renew for an additional five years. If the option is exercised, the total term of the proposed Lease will be 20 years.
5. Authorize and direct the Chief Executive Officer, or her designee, to execute any other ancillary documentation necessary to effectuate and implement the proposed Lease, including, without limitation, documents to amend, renew, or terminate the proposed Lease.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The existing lease was entered into on March 13, 2002, with the Community Development Commission of the County of Los Angeles (CDC). The Lease was provided on a gratis basis, with a five-year term and an option to renew for an additional five years. On April 16, 2002, CDC conveyed the property to the County, so the County inherited the existing lease with the property.

SEA has been at this site since 2002 and continues to provide activities such as computer training, job preparedness, after-school programs, parenting programs for parents of high-risk youths, parent support groups, after-school gang prevention programs for children 8-12 years old, a family service cooperative, teen pregnancy prevention programs, crisis intervention services, Camp Unity (a camp for inner city youth), psychological services, and various other community and social services including dedicated use of the facility to ameliorate health disparities and substance use disorder services. The existing lease is on a month-to-month holdover.

The proposed Lease will require that SEA: (1) provide the above described services at the property; (2) pay for all utilities in connection with the property, (3) pay for all data lines, (4) maintain and repair the property at SEA's sole cost and expense, (5) pay an annual inspection fee of \$1,000, to reimburse the Lessor for conducting two property inspections each year to verify that the property is being maintained in good condition and repair, and SEA is using the property in compliance with the proposed Lease, and (6) be responsible for all security measures.

The proposed Lease will be gratis and have a 15-year term with one five-year extension option. If the option is exercised by SEA, the total term of the proposed Lease will be 20 years.

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

The proposed Lease is also consistent with the Strategic Asset Management Goal – Strengthen connection between service priorities and asset decisions and Key Objective No. 4 – Guide Strategic Decision-Making.

The proposed Lease supports the above goals and objective by allowing the use of County property by a non-profit organization to provide important support services to the community to increase the residents’ life skills, such as computer job training, job preparedness, after-school programs, including gang prevention, parenting programs, teen pregnancy prevention programs, psychological services, as well as other community and social services including dedicated use of the facility to ameliorate health disparities and substance use disorder services.

FISCAL IMPACT/FINANCING

The proposed Lease to SEA will not have a fiscal impact to the County.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to Government Code Section 26227, the Board has the authority to make available real property not needed for County purposes, to nonprofit organizations for operation of programs, which serve public purposes and are necessary to meet the social needs of the population of the County.

County Counsel has approved the proposed Lease as to form.

ENVIRONMENTAL DOCUMENTATION

The proposed Lease is exempt from the provisions of CEQA, pursuant to section 15301 of the State CEQA Guidelines (Existing Facilities). SEA has been occupying the Premises since March 13, 2002. The proposed Lease is intended to memorialize SEA’s occupancy and provide the County with necessary insurance coverage without qualitatively or quantitatively expanding the existing use of the leased facilities.

Upon the Board's approval of the recommendation to lease the property, a Notice of Exemption will be filed with the Registrar Recorder/County Clerk and with the State Clearinghouse in the Governor's Office of Land Use and Climate Innovation and will be posted to the County's website in accordance with Public Resources Code Section 21092.2.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The continuing operations of SEA should not have any impact on current services.
Respectfully submitted,

FESIA A. DAVENPORT
Chief Executive Officer

FAD:JMN:JTC
JLC:HD:MR:NH:ns

Enclosures

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

ENCLOSURE

LEASE AGREEMENT

by and between

COUNTY OF LOS ANGELES

as Lessor

and

SOLEDAD ENRICHMENT ACTION, INC.

as Lessee

For Premises Located At

4876 Gleason Street, East Los Angeles, CA 90022

Dated as of __, _____ 2025.

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made and entered into this ____ day of ____ 2025 (the "Effective Date").

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic ("Lessor" or "County"),

AND

SOLEDAD ENRICHMENT ACTION, INC., a nonprofit California Public Benefit Corporation ("SEA" or "Lessee")

RECITALS:

WHEREAS, County is the fee owner of that certain real property located at 4876 Gleason Street, East Los Angeles, CA 90022 (formerly 137 and 151 S. Fetterly Avenue, East Los Angeles, CA 90022), identified as Assessor Parcel Numbers 5250-026-919, 5250-026-940 ("APN's"), which real property is depicted in Exhibit A, attached hereto and incorporated herein by this reference (the "Premises"); and

WHEREAS, SEA has used the Premises since March 13, 2002, to provide education services, family life education, and youth services for at risk youth and their families in Los Angeles County; and

WHEREAS County is prepared to lease the Premises to SEA subject to the Lease, which property will not be needed exclusively for County use during the term of the Lease; and

WHEREAS, SEA intends to use the Premises to provide activities such as computer training, job preparedness, after school programs, parenting programs for parents of high-risk youths, parent support groups, after school gang prevention programs for children 8-12, a family service cooperative, teen pregnancy prevention programs, crisis intervention services, Camp Unity (a camp for inner city youth), psychological services and various other community and social services including dedicated use of the facility to ameliorate health disparities and Substance Use Disorder Services (SUD); and

WHEREAS, the County finds that SEA's proposed use of the Premises will benefit County residents; and

WHEREAS, in consideration of the covenants herein specified to be performed by SEA and pursuant to Government Code section 26227, which provides authority for the leasing of County property to SEA, County is prepared to lease the Premises as legally described in Exhibit A attached hereto; and

WHEREAS, the County agrees to lease said Premises to SEA, and SEA hereby agrees to lease said Premises from County, during the term set forth in Section 1 below. SEA hereby agrees in consideration for the lease of the Premises to faithfully perform all its obligations under this Lease.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter contained, and the foregoing recitals, each of which is deemed a contracted part hereof, Lessor and Lessee agree as follows:

1. LEASE SUMMARY.

(a) "Lessor": County of Los Angeles

(b) Lessor's Address County of Los Angeles
for Notice: Chief Executive Office
320 West Temple Street, 7th Floor
Los Angeles, California 90012
Attn: Real Estate Division

With a copy to:

County of Los Angeles
Office of the County Counsel
500 W. Temple Street, 6th Floor
Los Angeles, CA 90012
Attn: Property Division

(c) "Lessee": **SOLEDAD ENRICHMENT ACTION, INC.**
("Lessee")

(d) Lessee's Address 222 N. Virgil Avenue,
for Notice: Los Angeles, CA 90004

Attn: Nathan Arias, President , CEO

(e) Premises: As set forth in the Recitals

(f) Lessee
Services/Permitted Use of
Premises:

Subject to all applicable laws, Lessee shall use and occupy the Premises for the following purpose: provide activities such as computer training, job preparedness, after school programs, parenting programs for parents of high-risk youths, parent support groups, after school gang prevention programs for children 8-12, a family service cooperative, teen pregnancy prevention programs, crisis intervention services, Camp Unity (a camp for inner city youth), psychological services and various other community and social services including dedicated use of the facility to ameliorate health disparities and Substance Use Disorder Services (SUD).

(g) Term:

The initial term of this Lease shall be for a period of fifteen (15) years, commencing on the from the **Commencement Date**, and expiring fifteen (15) years thereafter.

"Effective Date": The date upon which this Lease is fully executed by all parties.

"Commencement Date": One (1) business day following the **Effective Date** of the Lease.

"Options": An additional option to extend for 5 years. No later than one hundred eighty (180) days prior to the expiration date, Lessee may request an extension of the term of this Lease and the Lessor, through the County Chief Executive Officer or her designee, may extend the term for a stated period at Lessor's sole and absolute discretion.

(h) "Rent":

Rent shall be gratis, provided that Lessee uses the Premises for the Permitted Use for the duration of this Lease.

(i) Security Deposit:

N/A

2. LEASE TERM AND COMMENCEMENT DATE:

A. Term. The "Term" of the Lease is the period specified in the Lease Summary. Notwithstanding that the Commencement Date may occur, and the Term may commence after the Effective Date, upon delivery and acceptance of this Lease in accordance with the terms of this Lease, as of the Effective Date, this Lease shall be in full force and effect and valid and binding against the parties in accordance with, but on and subject to, the terms and conditions of this Lease. Provided Lessee is not then in default under this Lease beyond any applicable cure period, Lessee shall have the right to extend the term of the lease for an additional option for five-year periods, under the same terms and conditions as contained herein, by giving written notice to Lessor of its desire to extend the Term not less than one hundred eighty (180) days prior to the expiration of the Term of this Lease. If Lessee fails timely to exercise its option as provided for herein, this Lease shall expire upon the original Term expiration date. Upon exercise of the Lessee's option, the Term expiration date shall be extended for the period of the additional term upon the same terms and conditions of this Lease, unless the parties mutually agree otherwise.

B. Lessor Improvements. Lessor shall have no construction or improvement obligations with respect to the Premises, restrooms, picnic areas, shade structures, outdoor classroom/performance space, ecological/sustainability educational features, children's play area, exercise stations, water feature, security and field lighting, and other accessory or support uses. Lessee acknowledges that Lessee is accepting the Premises "as is", solely in reliance on Lessee's own investigation, and that no representation or warranty of any kind whatsoever, express or implied, has been made by Lessor or Lessor's agents. Any information given or disclosure made to Lessee by Lessor or Lessor's agents concerning the Premises shall not constitute a representation or warranty made by Lessor. Lessee has been given the full opportunity to inspect the Premises prior to the execution of this Lease. At the final expiration or termination of the Lease, including any extensions thereof, all improvements, including any completed by the Lessee, shall become property of Lessor or Improvements shall be removed by Lessee upon Lessor's request. Lessor may require Lessee to demolish certain specified and identifiable Improvements at the end of the term. If, no later than one hundred eighty (180) days prior to the expiration of the term or earlier termination of this Lease Agreement, Lessor delivers to Lessee a written request that certain specified and identifiable Improvements be demolished, then Lessee will, at its sole cost, within a reasonable time after such delivery and pursuant to lawful government permits, demolish such Improvements (including in such demolition removal of debris and rough grading of the portion(s) of the Property affected by such demolition).

3. LEASE CONSIDERATIONS: As consideration for Lessor leasing the Premises to Lessee hereunder:

A. Lessee, throughout the duration of this Lease and any extensions thereto, shall, at all times, provide the Lessee Services (as defined in the Lease

Summary) to residents of incorporated and unincorporated territory, and there shall be no discrimination against or preference, gratuity, bonus or other benefits given to residents of city incorporated areas not equally accorded to residents of unincorporated territory. The Lessee Services are not intended to limit beneficial services that the Lessee provides, and additional services may be added or substituted, upon the County's prior written approval, which approval may be granted or withheld in County's sole discretion. On or before January 31 of each calendar year following the Commencement Date, Lessee shall deliver to Lessor a written report detailing the Lessee Services provided at the Premises during the prior calendar year and the Lessee Services to be provided during the current calendar year (the "Lessee Services Report").

B. Each year, commencing prior to the Effective Date and continuing on an annual basis for the length of the Term, with the audit documents submittal date to be determined by the County, County will have the right to audit any and all of Lessee's financial statements, revenue and expense reports, Lessee's Services Report, records, certifications, licenses, and permits related to their use of the Premises ("Audit"). In addition to County auditing Lessee's existing financial documents and business model related to their use of the Premises during the previous period, on an annual basis, Lessee shall prepare and deliver to County, for its review and approval, a forecast describing in reasonable detail Lessee's projected revenue, expenses, Lessee's Services Report, and other relevant financial documents, records, licenses, a permits for the upcoming year ("Forecast"). Upon completion of County's Audit and review of the Forecast, County will determine if Lessee is in default of the terms of the Lease.

C. Lessee shall perform all obligations required by this Lease.

4. USES; APPLICABLE LAWS :

A. Uses: Lessee shall use and occupy the Premises solely for the Permitted Use as set forth in the Lease Summary and for such other lawful purposes as may be incidental thereto. Lessee shall comply with its obligations and be subject to all applicable governmental regulatory agencies, all applicable laws, and the rules and regulations of County in connection with the operation of the Premises as promulgated from time to time by the County.

B. Compliance with Applicable Laws: The Premises, or any part thereof, shall not be used or permitted to be used for any activity that constitutes a nuisance. Lessee shall, at its sole cost and expense, conform to, and cause all persons using or occupying any part of the Premises that is under Lessee's control to comply with all applicable laws and rules and regulations governing the Premises that may be in effect from time to time applicable to the use of the Premises. Lessee hereby warrants and covenants that the operation of the Premises shall not interfere with any functions of Lessor outside of the Premises. Lessee acknowledges the following: as of the Commencement Date: (i) that it has reviewed all zoning ordinances, land use restrictions, and similar limitations affecting the Premises, as well as all agreements

entered into under the same; (ii) that Lessee shall comply with all such ordinances, restrictions, limitations and agreements according to the terms of this Lease; and (iii) that Lessee's failure or inability at any time to comply with such ordinances, restrictions, limitations and agreements shall not give rise to any right in Lessee to terminate this Lease. Furthermore, if any governmental license, certificate, approval, or permit, shall be required for the proper and lawful conduct of the Permitted Use in the Premises or any part thereof pursuant to any applicable law, Lessee, at its sole cost and expense, shall diligently and duly procure and thereafter maintain such licenses, certificates, approvals, and permits during the Term hereof, and Lessee shall submit such licenses, certificates, approvals, and permits (and all applications therefor) to Lessor for inspection promptly upon request. Lessor agrees to reasonably cooperate with Lessee, at no cost, expense, or liability to Lessor, in connection with Lessee procuring all such licenses certificates, approvals, and permits. Lessee shall at all times during the Term hereof materially comply with the terms and conditions of each such license, certificate, approval, and permit. In the event Lessee fails, for any or no reason whatsoever, to obtain any or all licenses, certificates, approvals, or permits necessary for the operation of Lessee's operations at the Premises as required by this Lease, such failure shall not affect, reduce or diminish Lessee's obligations under this Lease. Lessee covenants and agrees to indemnify and hold Lessor and the Lessor Indemnitees (as hereinafter defined) harmless from any penalties, damages, or charges imposed for any violation of any and all applicable laws, licenses, certificates, approvals, or permits, whether occasioned by neglect, omission, or willful act of Lessee or any person (other than Lessor, its officers, agents, employees, guests and invitees) by license, invitation, Lease, assignment or any other arrangement with Lessee.

5. RENT.

A. Base Rent. Lessor hereby agrees to provide the Leased area during the initial term on a gratis basis. Consideration for this Lease is Lessee's compliance with the terms and conditions contained herein. Upon review and evaluation by Lessor, a lease fee may be waived by Lessor in its sole discretion for any subsequent extension terms.

B. Additional Rent. Except as expressly provided otherwise in this Lease, so that all Taxes (as hereinafter defined), impositions, insurance premiums, utility charges, maintenance, repair and replacement expenses, payments or charges under covenants, conditions and restrictions now or hereafter of record, all expenses relating to compliance with applicable law, and all other costs, fees, charges, expenses, reimbursements and obligations of every kind and nature whatsoever relating to the Premises (excepting only Lessor's obligations expressly set forth in this Lease) which may arise or become due to Lessor or third parties during the Term or by reason of events occurring during the Term shall be paid or discharged by Lessee, at Lessee's sole cost and expense (all charges payable by Lessee are hereinafter collectively referred to as "Additional Rent"). Lessor, at its election, shall have the right (but not the obligation) to pay for or perform any act, including, but not limited to, repair obligations that require the expenditure of any sum of money by reason of the failure or neglect of

Lessee to perform any of the provisions of this Lease within the applicable grace period, if any, provided herein.

C. Inspection Fee. Lessee shall pay an annual inspection fee in the amount of \$1,000 due and payable on the Commencement Date and each anniversary of the Commencement Date. Said fee shall reimburse Lessor for the inspections set forth in Section 9.E. below.

6. UTILITIES: Lessee shall promptly pay or cause to be paid all charges for gas, water, sewer, electricity, light, heat, power, and other utilities and services used, rendered or supplied to, upon or in connection with the Premises throughout the Term, including, without limitation any sewer rents, hookup, connection, availability, standby and any other charges in connection with the use, consumption, maintenance or supply of water, any water system, or any sewerage connection or sewerage system or treatment plant. Lessor shall not be required to furnish to Lessee any water, sewer, gas, heat, electricity, light, power or any other facilities, equipment, labor, material or any services of any kind whatsoever, whether similar or dissimilar. The Lessee shall be responsible for securing the leased area.

7. TAXATION OF LEASED AREA: The Parties acknowledge that the Premises may be subject to Possessory Interest Taxes (as defined in California Revenue and Taxation Code Section 107) and that such taxes will be paid by Lessee. This statement is intended to comply with Section 107.6 of the Revenue and Taxation Code. Lessee shall pay before delinquency all lawful taxes, assessments, fees, or charges, which at any time may be levied, by the Federal, State, County, City, or any other tax or assessment-levying body upon the Leased Area and any improvements located thereon. If Lessee fails to pay any lawful taxes or assessments upon the Leased Area, which Lessee is, obligated to pay, Lessee will be in default of the Lease. County reserves the right to pay any such tax, assessment, fee, or charge, and all monies so paid by County shall be repaid by Lessee to County upon demand.

8. DATA LINES: Lessee shall be responsible for paying for ("Data Lines"). The lines necessary for the operation of the Leased Area, including for telephone, communication, audio, video, data and internet lines, equipment, or access. Subject to Section 6, County shall provide access to the building in which the Leased Area is located for installation of Data Lines upon receipt and approval of plans.

A. Consent From Lessor: Lessee shall not enter into any contract or agreement with any governmental agency or body or public utility with reference to sewer lines, water lines, street improvements, street lighting, or utility connections, lines, or easements without the prior written consent of Lessor, which shall not be unreasonably withheld. Lessee shall install separate meters, if practicable, or Lessee's use for all utilities required for the Premises. All costs associated with bringing required utilities to the Premises, including related professional and service charges, shall be solely the Lessee's responsibility.

B. Lessor Utility Services: To the extent that the Lessee uses utility services financed and/or maintained in whole or in part by Lessor, both during and after construction of the Lessor Work, the charge for such utility services shall be paid by Lessee, together with a pro rata share of the capital costs associated with any necessary additions or improvements to the utility system at the same rate given to other users or as reasonably determined by Lessor. Lessee's payment of said utilities may be satisfied by cash, except that payment of any capital costs funded from the County's General Fund shall be made by cash or check and delivered to the CEO.

C. Ownership: As between Lessor and Lessee, title to all utility lines, transformer vaults and all other utility facilities constructed or installed by Lessee upon the Premises shall vest in Lessor upon construction or installation to the extent that they are not owned by a utility company or other third-party provider. Notwithstanding that title shall vest in Lessor, all utility lines, transformer vaults and all other utility facilities (other than any sewer, storm drain or other utility systems which have been dedicated to and accepted by Lessor pursuant to a dedication separate from this Lease), shall be maintained, repaired, and replaced, if and as needed, by Lessee during the Term.

9. OPERATING EXPENSES AND MAINTENANCE AND REPAIR:

A. Lessor Responsibilities: Lessor shall have no maintenance, repair or replacement obligations with respect to the Premises. In the event Lessor incurs any costs or expenses relating to maintenance, repairs or replacements to the Premises as a result of the failure of Lessee to comply with Section 9.B, Lessee shall pay or reimburse Lessor, for any such costs or expenses within thirty (30) days of receiving documented invoice therefor, plus ten percent (10%) interest on the amount due.

B. Lessee's Responsibility: Throughout the term of this Lease and for any extended term, Lessee shall, at Lessee's sole cost and expense, maintain the Premises in good condition and repair and in accordance with the requirements of: (i) all applicable laws; (ii) the insurance underwriting board or insurance inspection bureau having or claiming jurisdiction; (iii) any insurance companies insuring all or any part of the Premises, if applicable; and (v) the rules and regulations of Lessor regarding the operation of the Premises as may be promulgated from time to time. Upon the Commencement Date, all maintenance, repairs and replacements are to be performed by or on behalf of Lessee and shall be done promptly, in a good and workmanlike fashion and without diminishing the original quality of the Premises. Lessee shall deliver to Lessor copies of Lessee's maintenance contracts and service records within ten (10) days after receipt of Lessor's written request therefor.

C. Waste: Lessee shall not commit or permit the commission of any waste upon the Premises, nor permit anything to be done upon the Premises that would invalidate or prevent the procurement of any Required Insurance or governmental permits, licenses or approvals that may at any time be required pursuant to the provisions hereof. Lessee shall not store or dispose of any waste or byproducts of Lessee's operation on the Premises in violation of Section 19 of this Lease.

D. Graffiti: As of the Commencement Date, any and all graffiti that occurs on the Premises during the Term shall be removed by Lessee within forty-eight (48) hours, at Lessee's sole cost and expense.

E. Inspections: Lessor will conduct two inspections of the property during each lease year in order to verify that Lessee is maintaining the property in good condition and repair.

10. LIENS:

A. General: Subject to the provisions of Section 8 and Section 9, Lessee hereby covenants to keep the Premises and every part thereof free and clear of any and all liens or encumbrances of any kind whatsoever created by Lessee's acts or omissions and/or created by the performance of any labor or furnishing of any material, supplies, or equipment contemplated hereunder. Lessee further agrees to hold Lessor and the Premises and all parts thereof free and harmless from any such Lessee-created liens, claims, or demands, and any and all costs, damages or liability in connection therewith, together with reasonable attorney's fees and all Actual Cost and expenses incurred by Lessor in negotiating, settling, defending, and otherwise protecting the Premises or any part thereof against such liens, claims or demands.

B. Mechanics' and other Liens: Upon the Commencement Date and continuing throughout the Term, Lessee shall not permit any mechanic's, materialmen's, contractor's, sub-contractor or other lien, arising out of the performance of the Lease, to stand against the Premises, or any part thereof. If any such lien shall be filed against the Premises, Lessee shall cause the same to be discharged within ten (10) days after actual notice of such filing, by payment, deposit, or bond. If Lessee fails to discharge any such lien, Lessor may, but shall not be obligated to, discharge the same, and any amount so paid or deposited by Lessor and all costs and expenses incurred by Lessor, including reasonable attorney's fees, shall become immediately due and payable by Lessee to Lessor, together with interest thereon computed at the rate of seven percent (7%) per annum. If Lessee desires to contest any such lien, Lessee shall notify Lessor in writing of Lessee's intention to do so within ten (10) days after the filing of and service upon Lessee of such lien or lose the right to contest. In such case, provided that Lessee shall furnish the bond required by California Civil Code Section 3143 (or any comparable statute hereafter enacted for providing a bond freeing the Premises from the effect of such lien), Lessee shall not be in default until five days after the final determination of the validity thereof, within which time Lessee shall satisfy and discharge any such lien to the extent held valid, but the satisfaction and discharge of any such lien shall not, in any case, be delayed until execution is had upon any judgment rendered thereto, and such delay shall be a material default of Lessee hereunder. In the event of any such contest, Lessee shall defend, protect, hold harmless, and indemnify Lessor against all loss, costs, expense and damage, including reasonable attorney's fees and costs, resulting therefrom.

11. INDEMNIFICATION AND INSURANCE:

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

A. General Insurance Provisions: Without limiting the Lessee's indemnification of Lessor and during the term of this Lease, and until all of its obligations pursuant to this Lease have been met, Lessee 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 Lessee pursuant to this Lease. The Lessor in no way warrants that the Required Insurance is sufficient to protect the Lessee for liabilities which may arise from or relate to this Lease.

(1) Evidence of Coverage and Notice to Lessor:

- Certificate(s) of insurance coverage (Certificate) satisfactory to Lessor, and a copy of an Additional Insured endorsement confirming Lessor and its Agents (defined below) has been given Insured status under the Lessee's General Liability policy, shall be delivered to Lessor at the address shown below and provided prior to the start day of this Lease.
- Renewal Certificates shall be provided to Lessor not less than 10 days prior to Lessee's policy expiration dates. The Lessor reserves the right to obtain complete, certified copies of any required Lessee insurance policies at any time.
- 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 Lessee 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 Lessor required endorsement forms.

- Neither the Lessor's failure to obtain, nor the Lessor'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 Lessee, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements, 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: Joyce Chang, Senior Manger

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

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

(3) Cancellation of or Changes in Insurance: Lessee shall provide Lessor with, or Lessee's insurance policies shall contain a provision that Lessor 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 Lessor 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 Lessor, upon which the Lessor may suspend or terminate this Lease.

(4) Failure to Maintain Insurance: Lessee'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 suspend or terminate this Lease. County, at its sole discretion, may obtain damages from Lessee resulting from said breach. Alternatively, the County may purchase the Required Insurance and without further notice to Lessee, pursue Lessee reimbursement.

(5) Insurer Financial Ratings: Insurance is to be provided by an insurance company authorized to do business in California and acceptable to the Lessor, with an A.M. Best rating of not less than A:VII, unless otherwise approved by the Lessor.

(6) Lessee's Insurance Shall be Primary: Lessee's insurance policies, with respect to any claims related to this Lease, shall be primary with respect to all other sources of coverage available to Lessor. Any Lessor maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Lessee coverage.

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

(8) Deductibles and Self-Insured Retentions (SIRs): Lessee's policies shall not obligate the Lessor to pay any portion of any Lessee deductible or SIR. The Lessor retains the right to require Lessee to reduce or eliminate policy deductibles and SIRs as respects the Lessor, or to provide a bond guaranteeing Lessee's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

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

(10) Application of Excess Liability Coverage: Lessee 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.

(11) 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.

(12) Lessor Review and Approval of Insurance Requirements: The Lessor reserves the right to review and adjust the Required Insurance provisions, conditioned upon Lessor's determination of changes in risk exposures.

B. Insurance Coverage Requirements. Lessee shall maintain the following:

(a) Commercial General Liability insurance (written by ISO policy form CG 00 01 or its equivalent) and endorsed to name County as an additional insured, with limits of not less than the following:

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

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

(c) Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California and for which Lessee is responsible, and including Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease — policy limit:	\$1 million
Disease — each employee:	\$1 million

(d) Commercial Property Insurance: Such insurance shall:

- Provide coverage for Lessor's property and any improvements and betterments; 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.
- 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 Lessee and Lessor as their interests may appear.

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

(f) 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 \$3 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

12. REPAIR AND RESTORATION:

A. Notice of Damage to Premises: If any portion of the Premises shall be damaged or destroyed by fire or other casualty, Lessee shall give prompt written notice thereof to Lessor ("Lessee's Notice of Damage"). Lessee's Notice of Damage shall include a statement as to whether the damage to the Premises is covered by Lessee's Required Insurance.

B. Damage by Covered Risk: During the term of this Lease, if the Premises and/or improvements are damaged due to a risk covered by Required Insurance, Lessee shall cause the damage to be repaired and the improvements restored to substantially the same condition as they were in immediately before such damage. Notwithstanding the foregoing, should Lessee fail to obtain certain Required Insurance that would have covered such damage, Lessee shall be obligated to repair the damage and restore the building and the improvements at its sole cost and expense.

C. Damage Not Covered: If, during the term of this Lease, the Premises and/or improvements are damaged due to a risk not covered by Required Insurance and whether or not such damage is substantial, Lessee may elect either to cause the damage to be repaired and the Building, Premises and/or improvements restored to substantially the same condition as they were immediately before the damage or to terminate this Lease. Said election shall be made by written notice to County within sixty (60) days of the occurrence of the damage. If no written notice is given by Lessee within said sixty (60) days, then both parties agree this shall constitute Lessee's election not to repair the damage and to terminate the Lease and vacate the Premises.

D. Repairs to Premises, or Improvements: If Lessee is required or elects to repair any damage to the Premises and/or improvements, such damage shall be repaired and the Premises, and/or improvements restored to substantially the

same condition as they were in immediately before the damage as promptly as is commercially reasonable. To the extent the damage is due to a risk covered by Required Insurance, such repairs shall be made from the proceeds of such insurance and the proceeds of such insurance shall be made available to Lessee for such purpose. Lessee shall be responsible for covering any costs of such repairs in excess of the proceeds from the Required Insurance. All work shall be performed in a good and workmanlike manner and shall be completed as promptly as is reasonably possible and in accordance with all applicable laws. Commencement of the repair and restoration shall require (i) securing the area to prevent injury to persons and/or vandalism to the Building, Premises and improvements and (ii) the placement of a work order or contract for obtaining the labor and materials to accomplish the repair and restoration.

E. Termination of Lease if Unable to Repair or Restore: Notwithstanding any provision contained in this Lease to the contrary, if the applicable laws existing at the time of the damage do not permit the repair or restoration required or allowed under the Lease, either party may terminate this Lease immediately by giving sixty (60) days' written notice to the other party. If this Lease is terminated pursuant to any of the provisions in this Section 12.E and no Event of Default has occurred and is continuing, the proceeds of any and all Required Insurance shall be the sole property of Lessee. Lessee shall be required to use such proceeds to clear the site or abate potential nuisances due to damage. If the proceeds of any Required Insurance are received by County, such proceeds shall be promptly paid to Lessee, less any expenses incurred by the County in clearing the site or abating potential nuisances due to the damage. Lessee waives the provisions of California Civil Code Sections 1932(2) and 1933(4) which relate to termination of leases when the thing leased is destroyed and agrees that such event shall be governed exclusively by the terms of this Lease.

13. DEFAULT:

A. Default by Lessee:

(1) Material Default: The occurrence of any of the following shall constitute a material default and breach of this Lease (each an "Event of Default"):

(a) A failure by Lessee to remain a nonprofit organization in good standing in the State of California at all times during the term of this Lease.

(b) A failure by Lessee to observe and perform any agreement, term, covenant or condition in this Lease applicable to Lessee ("Lessee's Obligations") when such failure continues for thirty (30) days after written notice thereof to Lessee; provided, however, that if the nature of such default is such that the same cannot reasonably be cured within such thirty (30) day period, Lessee shall not be deemed to be in default if Lessee shall within such period commence such cure and thereafter diligently prosecute the same to completion, which in no event shall be more than sixty (60) days from receipt of the written notice described above.

(c) Discontinuing the operation of Lessee's Services at the Premises for more than ten (10) days, using the Premises for anything other than the Permitted Use, or vacating or abandoning the Premises.

(d) Transferring Lessee's interest in this Lease in violation of Section 16. Transfer to any entity than another nonprofit shall automatically terminate this Lease.

(2) Remedies: If Lessee defaults under this Lease, Lessor, without further notice to Lessee shall, in addition to any other remedies available by law or equity, have one or more of the following remedies at Lessor's sole election:

(a) Without barring later election of any other remedy and without terminating Lessee's right to possession of the Premises, or any part thereof, Lessor may require strict performance of all covenants and obligations herein as the same shall accrue or become due, without terminating this Lease, and Lessor shall have the right of action therefor without awaiting the end of the Lease term.

(b) If Lessor obtains possession of the Premises under a judgment pursuant to Section 1174 of the California Code of Civil Procedure (unless Lessee obtains relief under Section 1179 of that Code) or if Lessor, by written notice declares the Lease to be terminated because of breach of this Lease, then Lessor may enter upon the Premises and remove any and all persons and or property whatsoever situated thereon, and place all or any portion of said property in storage for the account of and at the expense of Lessee and dispose of such property in accordance with applicable laws. Lessor shall be entitled to recover in one or more awards or judgment from Lessee:

(i) Any amount necessary to compensate Lessor for all the detriment proximately caused by Lessee's failure to perform Lessee's obligations under this Lease, or which in the ordinary course of things would be likely to result therefrom. Such other amount shall include, but not be limited to, such expenses (including reasonable attorney's fees and expenses) as Lessor may have paid, assumed, or incurred in recovering possession of Premises, placing the Premises in good order and condition, preparing or altering Premises for reletting, and reletting the Premises during any part of time for which a rental concession, if any, had been given by Lessor.

(ii) Lessor may, at Lessor's election, terminate this Lease by giving Lessee notice of termination. On the giving of the notice to Lessee, all Lessees' rights in the Premises and in the building shall terminate, and any outstanding balance due pursuant to the Note shall be immediately due and payable by Lessee. Lessor shall not be deemed to have terminated this Lease unless Lessor shall have so declared in writing to Lessee, nor shall Lessor be deemed to have accepted or consented to an abandonment by Lessee by performing acts intended to maintain or preserve the Premises, making efforts to relet the Premises or appointing a receiver to protect Lessor's interest under this Lease. Promptly after notice of termination, Lessee

shall surrender and vacate the Premises in a broom-clean condition, and Lessor may re-enter and take possession of the Premises and/or eject all parties in possession, some and not others, or eject none. Termination under this Section shall not relieve Lessee from any obligations under this Lease or from any claim for damages incurred or accruing against Lessee up to the date of termination. Lessee shall remain liable to Lessor for damages in an amount equal to the Rent that would have been owing by Lessee hereunder for the balance of the Term, had this Lease not been terminated, less the rental value of reletting of the Premises by Lessor subsequent to such termination, after deducting all of Lessor's expenses, if any, in connection with such recovery of possession or reletting.

(c) Lessor may at Lessor's election enter the Premises and, without terminating this Lease, at any time and from time to time may use or let the Premises or the Improvements or any part or parts of them for the account and in the name of Lessor or otherwise. Any reletting may be for the remainder of the Term or for a longer or shorter period. Lessor may execute any lease made under this provision either in Lessor's name or in Lessee's name and shall be entitled to all rents from the use, operation, or occupancy of the Premises or any part thereof. Lessee shall, upon such election by Lessor, have the right to immediately remove its personal property and trade fixtures and be liable for any damage caused by such removal.

(d) Subject to Lessee's and Lessor's rights to contest as provided elsewhere in this Lease, if, at any time during the Term of this Lease, Lessee fails, refuses, or neglects to do any of the things herein required to be done by the Lessee, Lessor shall have the right, but not the obligation, to do the same, but at the cost of and for the account of the Lessee; provided, however, that the Lessor shall in no case take such action until first giving the Lessee written notice of such failure, refusal, or neglect and allowing time periods, if any, as specified in this Lease, within which Lessee may commence a bona fide effort to cure the same.

(3) Equitable Relief: Nothing contained herein shall affect, change, or waive any rights of Lessor or Lessee to obtain equitable relief when such relief is otherwise appropriate, or to obtain the relief provided by Chapter 4 (commencing with Section 1159) of Title 3 of Part 3 of the Code of Civil Procedure, relating to actions for unlawful detainer, forcible entry, and forcible detainer.

(4) Cumulative Remedies: The remedies of Lessor as provided above are cumulative and in addition to, rather than exclusive of, any other remedy of Lessor herein given or that may be permitted by Law. Any lawful re-entry as provided for herein shall not make Lessor liable in damages or guilty of trespass because of any such lawful re-entry.

B. Default by Lessor: Lessor shall in no event be in default under this Lease unless Lessor shall neglect or fail to perform any of its obligations hereunder and shall fail to remedy the same within twenty (20) Business Days after notice from Lessee to Lessor specifying such neglect or failure, or if such failure is of such a nature that Lessor cannot reasonably remedy the same within such twenty (20) Business Day

period, Lessor shall fail to commence promptly (and in any event within such twenty (20) Business Day period) to remedy the same and to prosecute such remedy to completion with diligence and continuity. In no event shall Lessor be liable for any damages based on a default, including without limitation, any special, consequential, or punitive damages. Lessee's sole and exclusive remedy in the event of a default by Lessor shall be to terminate this Lease upon written notice to Lessor. If such written notice is so given, this Lease shall terminate and the parties shall have no further liabilities or obligations hereunder, except as to (i) indemnification obligations for actions or events occurring prior to the date of such termination, to the extent specifically provided for in this Lease.

14. WAIVER OF CONDITIONS OR COVENANTS: Any waiver by Lessor of any breach or any one or more of the covenants, conditions, terms and agreements of this Lease shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term, or agreement of this Lease, nor shall failure on the part of Lessor to require exact, full and complete compliance with any of the covenants, conditions, terms, and agreements of this Lease be construed as in any manner changing the terms hereof, nor shall the terms of this Lease be changed or altered in any manner whatsoever other than by written agreement between Lessor and Lessee. No delay, failure, or omission of Lessor to re-enter the Premises or to exercise any right, power, privilege, or option, arising from any default shall impair any such right, power, privilege, or option or be construed as a waiver of or acquiescence in such default or as a relinquishment of any right. No notice to Lessee shall be required to restore or revise "time is of the essence" after the waiver by Lessor of any default. No option, right, power, remedy, or privilege of Lessor shall be construed as being exhausted by the exercise thereof in one or more instance. The rights, powers, options, and remedies given Lessor by this Lease shall be cumulative. Any waiver by Lessor must be in writing to be effective.

15. EMINENT DOMAIN: If the whole or any part of the Premises shall be taken by any paramount public authority under the power of eminent domain, then the Term of this Lease shall cease as to the part so taken from the day the possession of that part shall be taken for any public purpose, and from that day Lessee shall have the right to either cancel this Lease or to continue in the possession of the remainder of these Premises under the terms herein provided. All damages awarded for such taking shall belong to and be the property of Lessor provided, however, that Lessor shall not be entitled to any portion of the award made for loss of structures, buildings, or other improvements or personal property, equipment, and trade fixtures belonging to Lessee immediately prior to the taking of possession by the condemning authority.

16. ASSIGNMENT/SUBLETTING:

A. No Assignment: Lessee shall not, without the prior written consent of Lessor, either directly or indirectly give, assign, hypothecate, encumber, transfer, or grant control of this Lease or any interest, right, or privilege therein (each a "Transfer"). Moreover, any Transfer of the Lease, or any interest, right, or privilege therein shall only be made to another non-profit entity that will provide services comparable to the

Permitted Use set forth in Section 1(f). Transfer to a for-profit will be considered a material default as defined in Section 13.A. In addition, for purposes of this Section 16, said consent shall not be unreasonably withheld. If Lessor consents to a Transfer, as a condition thereto which the parties hereby agree is reasonable, Lessee shall pay to Lessor fifty (50%) of any "Transfer Premium," as that term is defined in this Section 16.A, received by Lessee from such transferee. "Transfer Premium" shall mean all rent, additional rent or other consideration payable by such transferee in connection with the Transfer in excess of the Rent payable by Lessee under this Lease during the term of the Transfer.

For purposes of this provision, the following acts of Lessee shall be considered an assignment requiring the prior written consent of Lessor to be effective:

(1) Any disposition(s) that effectuates a change in the majority control of Lessee to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Lease; and

(2) Any assumption, assignment, delegation, or takeover of any of the Lessee's duties, responsibilities, obligations, or performance of same hereunder by any non-profit entity other than the Lessee (whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism), with or without consideration, for any reason whatsoever.

In the event one of the above occurs without Lessor's express prior written approval, such occurrence shall constitute an Event of Default that shall entitle Lessor, at its sole discretion, to terminate this Lease. In the event of such termination, County shall be entitled to pursue the same remedies against Lessee as it could pursue following an Event of Default by Lessee pursuant to the terms hereof, including without limitation Section 13, at law and in equity.

B. No Involuntary Assignment: Neither this Lease nor any interest therein shall be assignable or transferable in proceedings in attachment, garnishment or execution against Lessee, or in voluntary or involuntary proceedings in bankruptcy or insolvency or receivership taken by or against Lessee, so that the same and the making by Lessee of any general assignment for the benefit of creditors; or the filing of a petition to have Lessee adjudicated a bankruptcy, or the filing of a petition for reorganization or arrangement under any law relating to bankruptcy unless, in the case of a petition filed against Lessee, the same is dismissed within sixty (60) days; or the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, when such seizure is not discharged within sixty (60) days, shall be a Material Default under this Lease.

C. Leases: The term "Lease" shall mean any lease, license, permit, concession, or other interest in the Premises, or a right to use the Premises or a portion thereof, which is conveyed or granted by Lessee to a third party, and which constitutes less than the unrestricted conveyance of the entire Lessee's interest under this Lease. At least thirty (30) days prior to the proposed effective date of any Lease, Lessee shall

submit a copy of such Lease (or assignment or amendment thereof), to the CEO or her authorized designee for approval, which approval shall not be unreasonably withheld. To the extent practical, Lessor shall approve or disapprove said proposed Lease (or assignment or amendment thereof) within thirty (30) days after receipt thereof. In no event, however, shall such Lease (or amendment or assignment thereof) be made or become effective without the prior approval of the CEO. Each such Lease shall specifically provide that the Lessee shall comply with all the terms, covenants, and conditions of this Lease applicable to the portion of the Premises subject to the Lease.

17. ENCUMBRANCES

Lessee agrees that it shall not encumber, hypothecate, or otherwise grant any security interest or lien upon its interest in the Premises. Encumbrance shall mean any direct or indirect grant pledge, assignment, transfer, mortgage, hypothecation, grant of control, grant of security interest, or other encumbrance of or in all or any portion of Lessee's interest under this Lease and estate so created.

18. LESSEE'S FIXTURES AND PERSONAL PROPERTY.

A. Lessee may remove, at its own expense, during or at the expiration of the term or other termination of this Lease, all fixtures, equipment, furniture, and all other personal property (collectively "Lessee Equipment") placed or installed in or upon the Premises by Lessee, provided no Event of Default has occurred and is continuing. Lessee agrees that if so instructed by County, Lessee shall remove, at its own expense, at the expiration or early termination of the term of this Lease, or any holdover period thereof, all Lessee Equipment placed or installed in or upon the Premises by Lessee. In the event Lessee removes any or all fixtures pursuant to this Section, Lessee shall restore the Premises to the original condition which existed upon the Commencement Date of this Lease, ordinary wear and tear excepted.

B. All Lessee Equipment that was not placed or installed in or upon the Premises by Lessee or replacements of Lessee Equipment placed or installed by Lessor prior to the commencement date of this Lease, shall remain the property of Lessor. Lessee may remove said Lessee Equipment, at its own expense, only upon the prior written consent of Lessor.

C. Any Lessor equipment, furniture, and personal property existing on the Premises as of the commencement date of this Lease shall remain the property of Lessor during and after the expiration of the Lease term. Lessor will be responsible for maintaining its own personal property.

19. HAZARDOUS SUBSTANCES:

A. Definition: For purpose of this Lease, the term Hazardous Substances shall be deemed to include "hazardous substances" as defined in California Health and Safety Code Section 25316, and those chemicals and substances identified pursuant to Health and Safety Code Section 25249.8.

B. Warranties, Representations, and Covenants: Lessee hereby warrants, covenants, and represents that it shall not cause the presence, use, storage, or disposal of any Hazardous Substances on or about the Premises without the prior written consent of Lessor, in its sole discretion. Lessee further warrants, covenants, and represents that it shall comply with all applicable laws and regulations concerning the use, release, storage, and disposal by Lessee, its agents, and contractors of Hazardous Substances on the Premises. Lessee waives any and all claims, caused by any soil contaminants both known and unknown by Lessee to exist at, in, or on the Premises as of the Effective Date of this Lease, and agrees to indemnify, defend, save and hold harmless Lessor and its Special Districts, elected and appointed officers, employees, and agents, from and against any and all liability, expense (including defense costs and legal fees), and claims for damages caused by any soil contaminants known by Lessee to exist at, in or on the Premises as of the Effective date of this Lease but only for those liabilities, expenses or claims arising after the Commencement Date. This indemnification obligation shall survive the expiration of this Lease.

C. Notice: Lessee agrees to immediately notify Lessor when Hazardous Substances have been released on the Premises, upon becoming aware of the same.

D. Indemnity: Lessee agrees to indemnify, defend, and hold harmless Lessor and the Lessor Indemnitees from and against all liability, expense (including defense costs, legal fees, and response costs imposed by law) and claims for damages of any nature whatsoever which arise out of the presence or release of Hazardous Substances on the Premises which is caused by Lessee. The indemnity provided by this Section 19 shall survive the termination of this Lease.

E. Default: Lessee's failure to comply with the provisions of this Section 19 may, in Lessor's sole discretion, be deemed an Event of Default and entitle Lessor to all rights and remedies as set forth in Section 13.

20. SURRENDER OF THE PREMISES; HOLDING OVER: At the end of the Term, Lessee shall quit and surrender to Lessor the Premises vacant, broom-clean, and in good order and condition, ordinary wear and tear excepted. If Lessee fails to vacate the Premises on the last day of the Term in the condition required hereunder, Lessor shall be entitled to re-enter without process and without notice (any notice to quit or of re-entry being expressly waived) using such force as may be reasonably necessary, and alternatively, shall have the benefit of all provisions of applicable law respecting the speedy recovery of possession of the Premises (whether by summary proceedings or otherwise) to the same extent as if statutory notice had been given. In addition to and not in limitation of the foregoing, occupancy subsequent to the last day of the Term ("Holdover Occupancy") shall be a tenancy at will. Holdover Occupancy shall be subject to all terms, covenants, and conditions of the Lease during such Holdover Occupancy. Lessor shall also be entitled to recover all damages, including lost business opportunity regarding any prospective tenant(s) for the Premises, suffered by Lessor as a result of Lessee's Holdover Occupancy.

21. ADMINISTRATION: The CEO or his/her authorized designee shall have the authority to administer this Lease on behalf of County.

22. ALTERATIONS: Except as hereinafter provided, Lessee shall make no additions, installations, improvements, replacements and/or alterations in or to the Premises (hereinafter "Alterations") without the prior written consent of Lessor, which shall not be unreasonably withheld. Consent shall be given or denied within thirty (30) days of receipt of written request, which request shall include a complete set of plans, where applicable, and the estimated cost of such Alterations. Failure to provide written approval or disapproval from the Lessor within thirty (30) days shall be deemed disapproval. Without limiting the scope of Lessor's discretion as to withholding consent to requested Alterations, Lessor may condition its approval thereof upon the delivery by Lessee of payment in full for such Alterations into an escrow account held by Lessor. All Alterations made by or for Lessee shall be done in a good and workmanlike manner and diligently prosecuted to completion, in compliance with applicable law.

23. SECURITY: Lessee shall be solely responsible for security measures at the Premises. Lessee acknowledges that as of the Commencement Date, Lessor has not and will not undertake any duty whatsoever to provide security for the Premises and, accordingly, Lessor is not responsible for the security of same or the protection of Lessee's property or Lessee's employees, invitees, clients, or contractors from any cause whatsoever, including but not limited to criminal and/or terrorist acts. To the extent Lessee determines that such security or protection services are advisable or necessary, Lessee shall arrange for and pay the costs of providing same. Lessor shall have no responsibility to prevent and shall not be liable to Lessee for losses due to theft, burglary or other criminal activity, or for damages or injuries to persons or property resulting from persons gaining access to the Premises, and Lessee hereby releases Lessor and the Lessor Indemnitees from all liabilities for such losses, damages or injury, regardless of the cause thereof.

24. LESSOR'S RIGHTS OF ACCESS: Lessor reserves unto itself all oil, gas, hydrocarbons, or other minerals in and under the Premises without the use of the surface or subsurface, to a depth of 500 feet, measured vertically, from the surface of the Land. Lessor and its agents shall have the right to access the Land for ingress and egress for the duration of this Lease. After reasonable notice (except in emergencies when no such notice shall be required), which may be by telephone or e-mail, Lessor, its agents and representatives, shall have the right (without any obligation so to do) to enter the Premises (i) to inspect the same including the two inspections set forth in Section 9.E. above, (ii) to exercise such rights as may be permitted hereunder, (iii) to make repairs or alterations to the Premises, (iv) to make repairs or perform other obligations if Lessee fails to do so as required hereunder (but the Lessor shall have no duty whatsoever to make any such inspections, repairs, alterations, additions or improvements except as otherwise expressly provided in this Lease), (v) to deal with emergencies, (vi) to post such notices as may be permitted or required by law to prevent the perfection of liens against Lessor's interest in the Premises, (vii) to exhibit the Premises to prospective tenants during the twenty four (24) months preceding expiration of the Term and at any reasonable time during the Term to show the

Premises to prospective purchasers, lessors and mortgagees, or (viii) for any other purpose as Lessor may deem necessary or desirable; provided, however, Lessor shall use reasonable efforts not to materially interfere with Lessee's use of or access to the Premises and Lessor shall be accompanied by a designated representative of Lessee if and to the extent Lessee makes such representative available during such entry period. Lessee shall not be entitled to any abatement of rent or other charges, nor shall Lessor be deemed guilty of an eviction, actual or constructive, or any violation of Lessee's quiet enjoyment of the Premises on account of Lessor's access to the Premises pursuant to the provisions of this Section 24 or any other provision of this Lease or applicable law.

25. COUNTY'S LOBBYISTS: Lessee and each lobbyist or lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by Lessee, shall fully comply with Lessor's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Lessee or any Lessor's lobbyist or Lessor lobbying firm retained by Lessee to fully comply with Lessor's Lobbyist Ordinance shall constitute a material breach of this Lease upon which Lessor may immediately terminate or suspend this Lease.

26. NOTICES: Any notices under this Lease must be in writing and must be sent by (i) personal delivery, (ii) by United States registered or certified mail (postage prepaid), or (iii) by an independent overnight courier service, addressed to the addresses specified in Section 1 (the Lease Summary) or at such other place as a Party may designate to the other Parties by written notice given in accordance with this Section. Notices given by registered or certified mail are deemed effective three (3) Business Days after the Party sending the notice deposits the notice with the United States Post Office. Notices delivered by overnight courier are deemed effective on the next Business Day after the day the Party delivering the notice timely deposits the notice with the courier for overnight (next day) delivery.

27. GENERAL PROVISIONS:

A. Waiver: The waiver by Lessor or Lessee of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition on any subsequent breach of the same or any other term, covenant, or condition herein contained. All waivers must be in writing to be effective.

B. Marginal Headings: The Section titles in this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

C. Time: Time is of the essence for this Lease and each and all of its provisions in which performance is a factor.

D. Recordation: Lessee may not record this Lease at any time without the prior written consent of Lessor.

E. Binding on Successors: Each and all of the terms and agreements herein contained shall be binding upon and shall inure to the benefit of the successors

in interest of the Lessee, and whatever the context permits or requires, the successors in interest to the Lessor.

F. Prior Agreements: The Lease, the Note, agreements incorporated by reference, and all attachments and exhibits hereto, contain all of the agreements of the parties with respect to any matter covered or mentioned in this Lease, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors-in-interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.

G. Unavoidable Delay: Any prevention, delay, non-performance or stoppage due to any of the following causes shall excuse non-performance for a period equal to any such prevention, delay, non-performance or stoppage. The causes referred to above are strikes, lockouts, labor disputes, failure of power, irresistible superhuman cause, acts of public enemies, riots, insurrections, civil commotion, inability to obtain labor or materials or reasonable substitutes for either, Governmental restrictions or regulations or controls, casualties not contemplated by insurance provisions of this Lease, or other cause beyond the reasonable control of the party obligated to perform. This Section 27.H shall not apply to any monetary obligation set forth in the Lease, and all such monetary obligations shall not be excused in the event of an Unavoidable Delay.

H. Severability: Any provision of this Lease that shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

I. Cumulative Remedies: No remedy or election hereunder shall be deemed exclusive but shall wherever possible be cumulative with all other remedies at law or in equity.

J. Choice of Law and Forum: This Lease shall be governed by the internal laws of the State of California. Any litigation with respect to this Lease shall be conducted in the courts of the County of Los Angeles, California.

K. Interpretation: Unless the context of this Lease clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

L. Administration of Lessor Space: Lessor does not grant or delegate to Lessee hereunder any of its governmental powers (statutory, implied, administrative, or otherwise) with respect to the Premises.

M. Conflict of Interest. No Lessor employee whose position in Lessor service enables him/her to influence obtaining or awarding any lease, license or permit, and no spouse or economic dependent of such employee, shall be employed in any

capacity by Lessee herein, or have any other direct or indirect financial interest resulting from this Lease.

N. Solicitation of Consideration. It is improper for any Lessor Officer, employee or agent to solicit consideration, in any form, from a tenant with the implication, suggestion or statement that the tenant's provision of consideration may secure more favorable treatment for the tenant in the award of the lease or that the tenant's failure to provide such consideration may negatively affect Lessor's consideration of the tenant's submission. A tenant shall not offer to or give, either directly or through an intermediary, consideration, in any form, to a Lessor officer, employee or agent for the purpose of securing favorable treatment with respect to award of a lease. Lessee shall immediately report any attempt by a Lessor officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller Employee Fraud Hotline. Failure to report such solicitation may result in the termination of this Lease.

O. Title. Lessee hereby acknowledges the title of County in and to the Premises, and covenants and agrees never to assail, contest or resist said title.

P. Acknowledgment of Ineligibility for Relocation Assistance. Lessee expressly acknowledges that Lessee will be in possession of the Premises as a result of County's previously acquired property interest. In recognition of such fact, Lessee hereby disclaims any status as a "displaced person" as such is defined in Government Code Section 7260, and hereby acknowledges its ineligibility for relocation assistance as provided in Government Code Section 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b)(1) of the California Code of Regulations.

Q. No Presumption Against Drafter: Lessor and Lessee agree and acknowledge that: (i) each has, of its own ability, had its own independent counsel review this Lease; (ii) this Lease has been freely negotiated by Lessor and Lessee; and (iii) in the event of any ambiguity, controversy, dispute or disagreement over the interpretation, validity or enforceability of this Lease or any of its covenants, terms or conditions, no inference, presumption or conclusion whatsoever shall be drawn against Lessor by virtue of Lessor's having drafted this Ground Lease.

28. COUNTERPARTS; ELECTRONIC SIGNATURES: This Lease and any other document 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. Lessor and Lessee (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 defense 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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Lease to be subscribed by its Chief Executive Officer or her designee and Lessee has caused this Lease to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

SOLEDAD ENRICHMENT ACTION, INC.

By: 
Nathan Arias, President, CEO

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

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

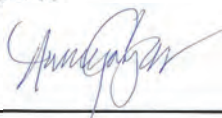
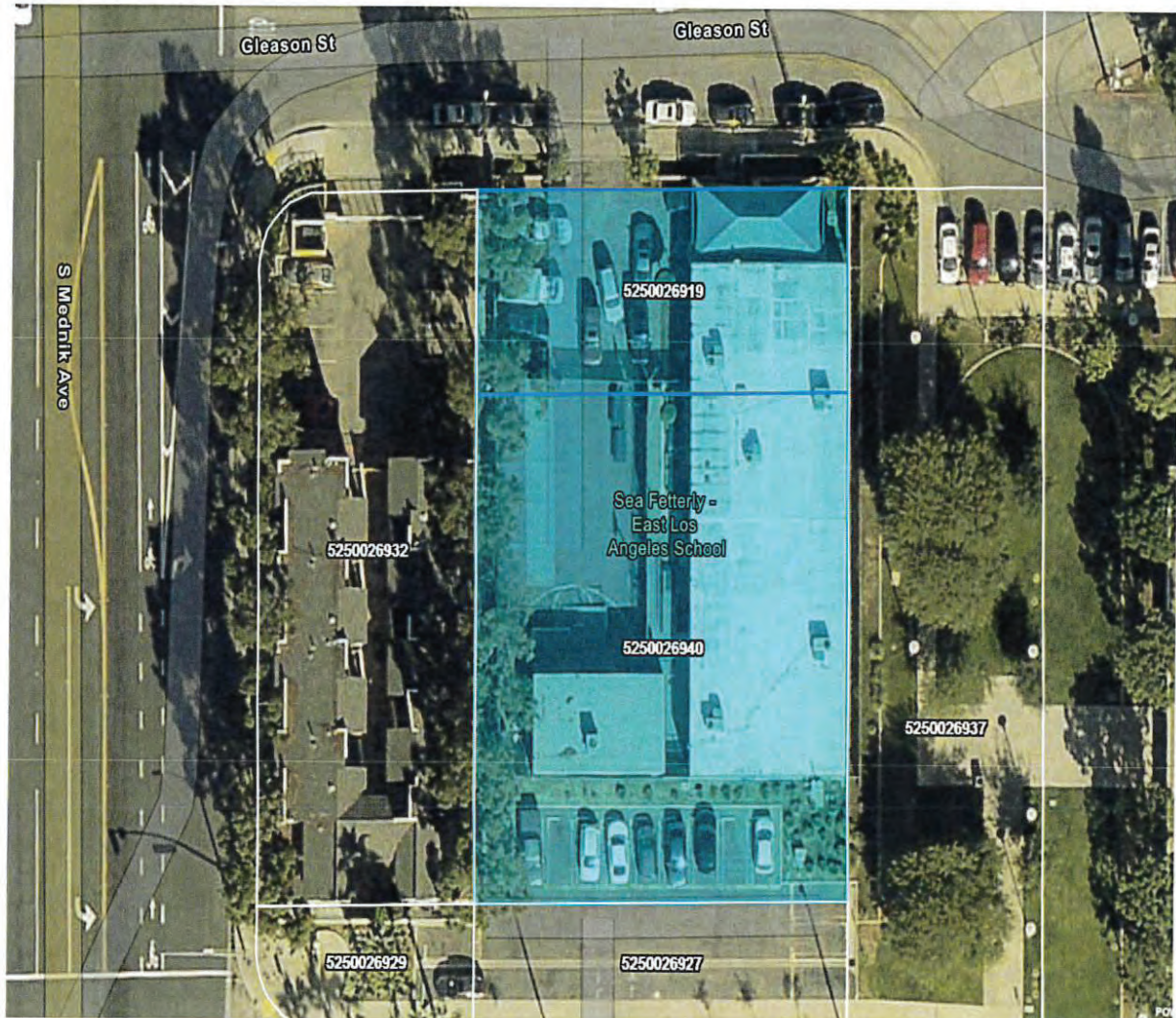
By: 
Deputy

Exhibit A

Page 1 of 10



APN: [5250-026-919](#)

Legal Description (for assessment purposes only):

MARAVILLA PARK LOTS 85 AND 86 BLK 9

APN: [5250-026-940](#)

Legal Description (for assessment purposes only):

MARAVILLA PARK LOTS 80,81,82,83 AND 84 BLK 9

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	8/13/2025	
BOARD MEETING DATE	9/16/2025	
SUPERVISORIAL DISTRICT AFFECTED	☐ All ☒ 1 st ☐ 2 nd ☐ 3 rd ☐ 4 th ☐ 5 th	
DEPARTMENT(S)	Public Health	
SUBJECT	New seven-year lease for 17,777 square feet of office space, and 2 on-site parking spaces at 750 North Alameda Street, Second Floor, Los Angeles, CA and new parking agreement for 95 parking spaces at 414 East Commercial St, Los Angeles	
PROGRAM	Health, Maternal, Child, and Adolescent Health program (MCAH)	
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: \$4,548,000 for the initial term. If including the parking agreement, total costs associated to the lease will be \$6,067,000 for the initial term. If the 2-year option is exercised, total lease and parking costs will be \$8,188,000. Funding source: The rental costs will be funded by funds already included in DPH's existing budget. DPH will not be requesting additional net County cost for this action.	
	TERMS (if applicable): The proposed lease will have an estimated maximum first year base rental cost is \$587,000, which includes two parking space at no additional cost, but with a one-month rent abatement of \$49,000, will equal \$538,000. First year total costs, including supplemental parking of \$183,000, will be \$721,000. The Landlord is responsible for all operating and maintenance cost of the building and all utilities and janitorial costs. The County has no responsibility for any operating and maintenance costs.	
	Explanation: Sufficient funding to cover the proposed rent for the first year of the proposed lease and parking agreement is included in the Fiscal Year 2025-26 Rent Expense budget and will be billed back to Public Health. DPH has sufficient funding in its Fiscal Year 2025-26 Operating Budget to cover the proposed rent for the first year and subsequent years. Any additional costs associated with the proposed lease and parking agreement will be addressed through the annual budget process for DPH as necessary.	
PURPOSE OF REQUEST	Approval of the recommended actions will authorize and provide use of office space and parking for Public Health.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The premises only provides 2 on-site parking spaces, so the separate supplemental parking license is necessary to accommodate the appropriate number of parking spaces for employees. The proposed parking agreement will allow the County to coincide the termination with the proposed lease but in no event shall go beyond December 31, 2034	

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



**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"

September 16, 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:

**SEVEN-YEAR LEASE
DEPARTMENT OF PUBLIC HEALTH
750 NORTH ALAMEDA STREET, LOS ANGELES
414 EAST COMMERCIAL STREET, LOS ANGELES
(FIRST DISTRICT) (3 VOTES)**

SUBJECT

Approval of a proposed new seven-year lease for 17,777 square feet of office space, and two on-site parking spaces for the Department of Public Health (DPH) Maternal, Child, and Adolescent Health program (MCAH) and a new seven-year parking agreement for the use of 95 parking spaces.

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 Los Angeles County Children and Families First-Proposition 10 Commission, also known as First 5 LA (Landlord), for approximately 17,777 square feet of office space, and two on-site parking spaces located at 750 North Alameda Street, Los Angeles (Premises) to be occupied by DPH. The estimated maximum first-year base rental cost is \$587,000, but with a one-month rent abatement of approximately \$49,000, will equal \$538,000. The estimated total proposed lease cost is \$4,548,000 over the seven-year term. The rental costs will be funded by funds that are already included in DPH's existing budget. DPH will not be requesting additional net County cost for this action.

3. Authorize the Chief Executive Officer, or her designee, to execute the proposed parking agreement with System Property Development Company, Inc. for use of 95 supplemental parking spaces located at 414 East Commercial Street, Los Angeles for DPH on a month-to-month basis. The estimated maximum first-year parking agreement cost is \$183,000. The estimated total parking agreement cost is \$1,519,000 over the seven-year term. The parking agreement costs will be funded by funds that are already included in DPH's existing budget. DPH will not be requesting additional net County cost for this action.
4. 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 the proposed parking agreement, and to take actions necessary and appropriate to implement the proposed lease and proposed parking agreement, including, without limitation, exercising any early termination rights and any option to extend for an additional two years. If this option is exercised, the total term of the proposed lease will be up to nine years.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

MCAH is one of several programs currently located at 600 South Commonwealth, Los Angeles. Most of the DPH programs from 600 South Commonwealth are anticipated to relocate to the County-owned facility currently under construction, located at 550 South Vermont Avenue once that project is complete, estimated to be in 2027. However, DPH would like to relocate MCAH to the proposed Premises since MCAH was not programmed for 550 South Vermont Avenue.

MCAH helps keep County residents healthy by providing services that ensure women have healthy pregnancies, healthy deliveries, and healthy children. MCAH provides mothers and children supportive prenatal, early childhood and adolescent preventative services which aim to improve the well-being of adolescents, young adults, children, and young mothers through the promotion of positive health behaviors.

The proposed lease will allow DPH to co-locate the MCAH program with First 5 LA, a commission established in 1998 by the County pursuant to section 3.72.030 of the Los Angeles County Code to promote, support, and improve the early development of children from the prenatal stage to five years of age. This move will offer several strategic advantages, enhancing collaboration and service delivery for families and children across the county. Both MCAH and First 5 LA share a commitment to improving outcomes for children and families, particularly in early childhood health, development, and equity. Their joint initiatives aim to streamline access to developmental screenings and early intervention services. Sharing a physical space will facilitate real-time communication, joint planning, and more cohesive program implementation.

The proposed Premises will house approximately 183 staff using 78 workstations and 22 offices/conference rooms. DPH has implemented telework for the MCAH staff. Twenty staff are field based and spend approximately 55 percent of their time in the field. The remainder of the staff work in the office at least two days per week. The location is adequately served by public transportation and highways. The proposed lease does not have sufficient parking available for staff. However, the proposed parking agreement will provide the parking needed for DPH to be able to use the proposed Premises.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan North Star 2 – “*Foster Vibrant and Resilient Communities*” – supports that the investments in the lives of County residents are sustainable only when grounded in strong communities. LA County, with the support of a network of public/private partnering, faith-based organizations, community-based organizations, philanthropic organizations, and local governments will foster vibrant and resilient communities.

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

The proposed lease and proposed parking agreement support the above goals and objective by providing DPH with office and parking space which will enable MCAH to continue to provide services to the public in the County.

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

FISCAL IMPACT/FINANCING

The estimated maximum first year base rental cost is \$587,000, which includes two parking spaces at no additional cost, but with a one-month rent abatement of approximately \$49,000, will equal \$538,000. The estimated maximum first year parking cost is \$183,000. The aggregate cost associated with the proposed lease over the entire term, including rent abatement, and parking is \$6,067,000, as shown in Enclosure B. If the 2-year option is exercised, total costs associated to the proposed lease and parking agreement will be \$8,188,000. The proposed lease and parking agreement costs will be fully funded by funds that are already included in DPH’s existing budget. DPH will not be requesting additional net County cost for this action.

Sufficient funding to cover the proposed rent for the first year of the proposed lease and parking agreement is included in the Fiscal Year 2025-26 Rent Expense budget and will be billed back to DPH. DPH has sufficient funding in its Fiscal Year 2025-26 Operating Budget to cover the proposed rents for the first year and subsequent years. Any additional costs associated with the proposed lease and parking agreement will be addressed through the annual budget process for DPH as necessary.

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 \$33.00 per square foot, per year and is subject to annual increases based on the Consumer Price Index (CPI) capped at 4 percent per annum.
- The Landlord has agreed to two months of rent abatement spread over the first two years of the proposed lease at month 2 and month 13.
- The Landlord is responsible for all operating and maintenance cost of the building and all utilities and janitorial costs. The County has no responsibility for any operating and maintenance costs.
- The proposed lease provides two on-site parking spaces included in the base rent at no additional cost. To supplement the two on-site parking spaces, the proposed parking agreement will provide an additional 95 parking spaces at the rate of \$1,920 per parking space annually.
- The proposed lease includes a seven-year initial term with an option to extend the proposed lease for an additional two years with six months' notice, at CPI capped at 4 percent. If all options are exercised, the total term of the proposed lease would be nine years.
- The proposed parking agreement will allow the County to coincide the termination with the proposed lease but in no event shall go beyond December 31, 2034.
- The County has the right to terminate the proposed lease any time after the 5th year, with 60 days' prior 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 subject to the regular increases.

- The proposed Premises require no tenant improvements.
- The proposed lease will be effective and commence upon the first day of the first calendar month following 30 days after approval by the Board and full execution of the proposed lease.

The subject property was selected because MCAH has an existing partnership with First 5 LA. First 5 LA informed DPH that it had available space to accommodate MCAH. DPH determined that due to the existing partnership with First 5 LA, and the fact that the proposed Premises is in move-in ready condition, thereby saving DPH from paying tenant improvement costs, the proposed Premises would best accommodate MCAH's requirements. 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 \$25.80 and \$36 per square foot, per year. The base annual rental rate of \$33 per square foot, per year for the proposed lease represents a rate that is within the market range for the area.

Co-working office space is not financially viable in comparison to rental costs of traditional long-term office space.

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 did not inspect the facility since the building was constructed in 2004. The required notification letter to the City of Los Angeles has been sent in accordance with Government Code Section 25351.

County Counsel has reviewed the proposed lease and parking agreement and has approved 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 with the proposed parking agreement will provide a suitable office location for DPH's program, which is consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012, as outlined in Enclosure D.

ENVIRONMENTAL DOCUMENTATION

This project is exempt from CEQA, as specified in Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board, and section 15301 of the State CEQA Guidelines (Existing Facilities). The proposed lease and parking agreement, 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 the proposed parking agreement will provide the necessary parking for this County requirement. DPH concurs with the proposed lease, proposed parking agreement, and recommendations.

Respectfully submitted,

FESIA A. DAVENPORT
Chief Executive Officer

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

Enclosures

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

**DEPARTMENT OF PUBLIC HEALTH
750 NORTH ALAMEDA STREET, LOS ANGELES**

Asset Management Principles Compliance Form¹

1.	<u>Occupancy</u>	Yes	No	N/A
A	Does lease consolidate administrative functions? ²			X
B	Does lease co-locate with other functions to better serve clients? ²			X
C	Does this lease centralize business support functions? ²			X
D	Does this lease meet the guideline of 200 sq. ft of space per person? ² Based on 183 employees, it is 97 square feet per person due to implementation of telework		X	
E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? ² 2 spaces is a 0.12/1,000 parking ratio on-site. The parking agreement will provide for an additional 95 parking spaces which is a parking ratio of 5.3/1,000.		X	
F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location? ²	X		
2.	<u>Capital</u>			
A	Is it a substantial net County cost (NCC) program?		X	
B	Is this a long-term County program?	X		
C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?		X	
D	If no, are there any suitable County-owned facilities available?		X	
E	If yes, why is lease being recommended over occupancy in County-owned space?			X
F	Is Building Description Report enclosed as Enclosure C?	X		
G	Was build-to-suit or capital project considered? ²		X	
3.	<u>Portfolio Management</u>			
A	Did department use CEO Space Request Evaluation (SRE)?	X		
B	Was the space need justified?	X		
C	If a renewal lease, was co-location with other County departments considered?			X
D	Why was this program not co-located?			
	1. ____ The program clientele requires a "stand alone" facility.			
	2. ____ No suitable County occupied properties in project area.			
	3. ____ No County-owned facilities available for the project.			
	4. ____ Could not get City clearance or approval.			
	5. <u>x</u> The Program is being co-located.			
E	Is lease a full-service lease? ²	X		
F	Has growth projection been considered in space request?	X		
G	¹ Has the Dept. of Public Works completed seismic review/approval?			X
¹ As adopted by the Board of Supervisors 11/17/98				
² If not, why not?				

OVERVIEW OF THE PROPOSED BUDGETED LEASE COSTS

750 North Alameda Street, Los Angeles, CA
Public Health

Basic Lease Assumptions

Leased Area (sq.ft.)	17,777	
Parking Spaces	2	
	Monthly	Annual
Rent (per sq. ft.)	\$2.75	\$33.00
Term (Months)	84	7
Rent Abatement	2	
Annual Rent Adjustment (Initial Term)	4%	
Annual Rent Adjustment (Extended Term)	4%	
Supplemental parking spaces	95	
Cost per space	\$ 160.00	\$1,920

	1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year	6 th Year	7 th Year	Total 7 Year Rental Costs
Annual Base Rent Costs	\$587,000	\$611,000	\$636,000	\$662,000	\$689,000	\$717,000	\$746,000	\$4,648,000
Rent Abatement	(\$49,000)	(\$51,000)	\$0	\$0	\$0	\$0	\$0	(\$100,000)
Total Lease Costs Paid to LL	\$538,000	\$560,000	\$636,000	\$662,000	\$689,000	\$717,000	\$746,000	\$4,548,000
Supplemental Parking	\$183,000	\$194,000	\$206,000	\$217,000	\$228,000	\$240,000	\$251,000	\$1,519,000
Total Lease Costs	\$721,000	\$754,000	\$842,000	\$879,000	\$917,000	\$957,000	\$997,000	\$6,067,000

	1 st Year	2 nd Year	Total 2 Year Rental Costs
Option No. 1 Rent			
Annual Base Rent	\$776,000	\$808,000	\$1,584,000
Supplemental Parking	\$263,000	\$274,000	\$537,000
Total Lease Costs with Option Rent	\$1,039,000	\$1,082,000	\$2,121,000

Est. Aggregate costs of 9 yr Term. \$8,188,000

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

**DEPARTMENT OF PUBLIC HEALTH
SPACE SEARCH – 1 MILE RADIUS
750 NORTH ALAMEDA STREET, LOS ANGELES**

LACO	Name	Address	Ownership Type	Gross Sq Ft	Vacant
0101	Hall of Justice	211 W Temple St., Los Angeles, CA 90012	Owned	426,223	None
0181	Kenneth Hahn Hall of Administration	222 N Grand, Los Angeles, CA 90012	Owned	957,994	None
3155	Performing Arts Center - De Lisa Building/The Annex	601 W Temple St., Los Angeles, CA 90012	Owned	27,582	None
5456	Health Services Administration Building	313 N Figueroa St., Los Angeles, CA 90012	Owned	221,359	None
A588	Sheriff's AB 109 Parole Compliance Team	301 S Central Ave, Los Angeles, CA 90013	Leased	3,100	None
A429	HS - Office of Diversion and Reentry	222 S Hill St., Los Angeles, CA 90012	Leased	35,397	None
A632	Office of Inspector	312 S Hill St. Grand Central Market, Los Angeles, CA 90012	Leased	29,346	None
X263	Twin Towers - Tower 1 Maximum Security	450 Bauchet St., Los Angeles, CA 90012	Owned	436,688	None

FACILITY LOCATION POLICY ANALYSIS

Proposed lease: Lease for the Department of Public Health – 750 North Alameda Boulevard, Los Angeles – First District.

A. Establish Service Function Category – Central Los Angeles Office

B. Determination of the Service Area – The proposed lease will allow DPH to continue operations with First 5 LA.

C. Apply Location Selection Criteria to Service Area Data

- Need for proximity to service area and population: Community need for services in central Los Angeles
- Need for proximity to existing County facilities: N/A
- Need for proximity to Los Angeles Civic Center: N/A
- Economic Development Potential: N/A
- Proximity to public transportation: The location is adequately served by local transit services and is within close proximity to Union Station which provides access to Metro Rail, Metro Bus, Metrolink, Amtrak and several municipal bus lines.
- Availability of affordable housing for County employees: The surrounding area provides for affordable housing and rental opportunities.
- Use of historic buildings: N/A
- Availability and compatibility of existing buildings: There are no alternative existing County buildings available to meet all of the DPH's needs.
- Compatibility with local land use plans: The City of Los Angeles has been notified of the proposed County use which is consistent with its use and zoning for office space at this location.

Estimated acquisition/construction and ongoing operational costs: The estimated maximum first year base rental cost is \$587,000, which includes two parking spaces at no additional cost, but with a one-month rent abatement of approximately \$49,000, will equal \$538,000. The estimated maximum first year parking cost is \$183,000. The aggregate cost associated with the proposed lease over the entire term, including rent

abatement, and parking is \$6,067,000. If the 2-year option is exercised, total costs associated to the proposed lease and parking agreement will be \$8,188,000.

D. Analyze results and identify location alternatives

The subject property was selected because MCAH has an existing partnership with First 5 LA. First 5 LA informed DPH that it had available space to accommodate MCAH. DPH determined that due to the existing partnership with First 5 LA and the fact that the proposed Premises is move in ready condition, thereby saving DPH from paying tenant improvement costs, the proposed Premises would best accommodate MCAH's requirements. 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 \$25.80 and \$36.00 per square foot, per year. The base annual rental rate of \$33.00 per square foot, per year for the proposed lease represents a rate that is within the market range for the area.

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 183 employees and clients consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012.

**COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE**

LEASE AGREEMENT

between

**COUNTY OF LOS ANGELES - Tenant,
and**

**LOS ANGELES COUNTY CHILDREN AND FAMILIES FIRST – PROPOSITION 10
COMMISSION, a public entity established under California Health & Safety Code Section
130140.1 and Los Angeles County Code Section 3.72.030 (also known as “First 5 LA”)
– Landlord**

**750 NORTH ALAMEDA STREET
SECOND FLOOR
LOS ANGELES, CALIFORNIA 90012**

TABLE OF CONTENTS

	Page
1. BASIC LEASE INFORMATION	1
1.1 Terms	1
1.2 Exhibits to Lease	3
2. PREMISES	3
2.1 Lease of Premises	3
3. COMMON AREAS	3
4. COMMENCEMENT AND EXPIRATION DATES	3
4.1 Term	3
4.2 Termination Right	3
4.3 Early Entry	3
4.4 Early Termination	4
5. RENT	4
5.1 Base Rent	4
5.2 Method of Payment and Required Information	4
5.3 Base Rent Adjustments	5
5.4 Rent Abatement	6
6. USES	6
7. HOLDOVER	6
8. COMPLIANCE WITH LAW	6
9. DAMAGE OR DESTRUCTION	6
9.1 Damage	6
9.2 Tenant Termination Right	7
9.3 Damage In Last Year	7
9.4 Default By Landlord	7
10. REPAIRS AND MAINTENANCE	8
10.1 Landlord Representations	8
10.2 Landlord Obligations	9
10.3 Tenant Obligations	10
10.4 Tenant's Right to Repair	11
11. SERVICES AND UTILITIES	12
11.1 Services and Utilities	12
12. TAXES	13
13. LANDLORD ACCESS	13
14. TENANT DEFAULT	14
14.1 Default	14
14.2 Termination	14
14.3 No Effect on Indemnity	14
15. LANDLORD DEFAULT	14
15.1 Remedies	14
15.2 Waiver	15
15.3 Emergency	15
16. ASSIGNMENT AND SUBLETTING	15
16.1 Assignment and Subletting	15
16.2 Sale	16
17. ALTERATIONS AND ADDITIONS	16
17.1 Landlord Consent	16
17.2 End of Term	17
18. CONDEMNATION	17
18.1 Controlling Terms	17
18.2 Total Taking	17

TABLE OF CONTENTS (cont'd)

	Page
18.3 Partial Taking.....	17
18.4 Restoration.....	18
18.5 Award.....	18
18.6 Waiver of Statute.....	18
19. INDEMNIFICATION.....	18
19.1 Landlord's Indemnity.....	18
19.2 Tenant's Indemnity.....	18
20. INSURANCE.....	19
20.1 Waiver.....	19
20.2 General Insurance Provisions – Landlord Requirements.....	19
20.3 Tenant Requirements.....	22
20.4 Landlord Requirements.....	23
21. PARKING.....	23
21.1 Tenant's Rights.....	23
21.2 Tenant Remedies.....	23
22. ENVIRONMENTAL MATTERS.....	24
22.1 Hazardous Materials.....	24
22.2 Landlord Indemnity.....	24
23. ESTOPPEL CERTIFICATES.....	25
24. TENANT IMPROVEMENTS.....	25
25. LIENS.....	25
26. SUBORDINATION AND MORTGAGES.....	25
26.1 Subordination and Non-Disturbance.....	25
26.2 Existing Deeds of Trust.....	26
26.3 Notice of Default.....	26
27. SURRENDER OF POSSESSION.....	26
28. SIGNAGE.....	26
29. QUIET ENJOYMENT.....	27
30. GENERAL.....	27
30.1 Headings.....	27
30.2 Successors and Assigns.....	27
30.3 Brokers.....	27
30.4 Entire Agreement.....	27
30.5 Severability.....	27
30.6 Notices.....	28
30.7 Governing Law and Venue.....	28
30.8 Waivers.....	28
30.9 Time of Essence.....	28
30.10 Consent.....	28
30.11 Community Business Enterprises.....	28
30.12 Memorandum of Lease.....	28
30.13 Counterparts; Electronic Signatures.....	28
31. AUTHORITY.....	29
32. ACKNOWLEDGEMENT BY LANDLORD.....	29
32.1 Consideration of GAIN Program Participants.....	30
32.2 Solicitation of Consideration.....	30
32.3 Landlord Assignment.....	30
32.4 Smoking in County Facilities.....	31
33. IRREVOCABLE OFFER TO LEASE.....	32
34. TENANT RIGHT OF FIRST NEGOTIATION TO LEASE ADDITIONAL SPACE.....	32

TABLE OF CONTENTS (cont'd)

	Page
35. OPTION TO EXTEND.....	33

EXHIBITS

- Exhibit A – Floor Plan of the Premises
- Exhibit B – Commencement Date Memorandum and Confirmation of Lease Terms
- Exhibit C – Heating, Ventilation and Air Conditioning Standards
- Exhibit D – Cleaning and Maintenance Schedule
- Exhibit E – Subordination, Non-Disturbance and Attornment Agreement
- Exhibit F – Tenant Estoppel Certificate
- Exhibit G – INTENTIONALLY OMITTED
- Exhibit H – Rules and Regulations

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") is entered into as of the _____ day of _____, 20____ between the LOS ANGELES COUNTY CHILDREN AND FAMILIES FIRST – PROPOSITION 10 COMMISSION, a public entity established under California Health & Safety Code Section 130140.1 and Los Angeles County Code Section 3.72.030 (also known as "First 5 LA") ("Landlord"), and the 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	First 5 LA 750 N. Alameda St., Third Floor Los Angeles, CA 90012 Attn: President and CEO
(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:	17,777 rentable square feet, comprised of the second floor, in the Building (defined below), as shown on <u>Exhibit A</u> attached hereto.
(d) Building:	The Building located at 750 N. Alameda Street, Los Angeles, CA 90012 which is currently assessed by the County Assessor as APN 5409-023-934 (collectively, the "Property");

(e) Term:	Seven (7) years, commencing on the first day of the first calendar month following thirty (30) days after approval of this Lease by the Board of Supervisors and full execution of the Lease by both parties, as defined in Section 4.1 (the "Commencement Date"), and terminating at midnight on the day before the seventh (7) annual anniversary of the Commencement Date (the "Termination Date"), subject to earlier termination 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:	November 1, 2025
(g) Irrevocable Offer Expiration Date:	September 1, 2025
(h) Base Rent:	\$2.75 per rentable square foot per month (i.e., \$48,886.75 per month or \$586,641 per year)
(i) Early Termination (See Section 4.4)	Sixty (60) days' notice on or after the 5th year following the Commencement Date of the Lease.
(j) Rentable Square Feet in the Premises:	17,777 rentable square feet
(k) Use:	Office Purposes, subject to Section 6.
(l) Parking Spaces:	0 exclusive reserved spaces; and: 2 unreserved spaces Landlord will give Tenant two (2) parking passes free of charge (but will charge for replacement passes).
(m) Tenant's Hours of Operation:	7 a.m. to 7 p.m. Monday through Friday, and 9 a.m. to 2 p.m. on Saturdays
(n) Asbestos Report:	New building built to meet most recent code requirements per certificate of occupancy
(o) Seismic Report:	New building built to meet most recent code requirements per certificate of occupancy

(p) Disabled Access Surveys:	A report dated November 1, 2024 prepared by ProCASp.
1.2 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 INTENTIONALLY OMITTED Exhibit H Rules and Regulations

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.

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, including the rules and regulations attached as Exhibit H.

4. **COMMENCEMENT AND EXPIRATION DATES**

4.1 **Term**

The term of this Lease shall be for a period of seven (7) years, commencing on the first day of the first calendar month following thirty (30) days after approval of this Lease by the Board of Supervisors and full execution of the Lease by both parties, and ending eight-four (84) months thereafter.

4.2 **Termination Right**

Not Applicable

4.3 **Early Entry**

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

4.4 Tenant Early Termination Right

Tenant shall have the right to terminate this Lease at any time after the fifth (5th) anniversary of the Commencement Date by giving Landlord not less than sixty (60) days' prior written notice, executed by Tenant's Chief Executive Officer or his/her designee. All obligations of Tenant that shall have accrued as of the date of termination shall survive such termination.

4.5 Lease Expiration Notice

No later than twelve (12) months, nor earlier than eighteen (18) months, prior to the expiration of the Lease Term, Landlord shall provide a written notice to Tenant notifying Tenant of the Termination Date.

5. RENT

5.1 Base Rent

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

5.2 Method of Payment and Required Information.

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

Subject to Section 5.1, the Landlord shall provide the A-C with electronic banking and related information for the Landlord and/or any other payee that the Landlord

designates to receive payment pursuant to this Lease. Such electronic banking and related information includes, but is not limited to: bank account number and routing number, legal business name, valid taxpayer identification number or TIN, a working e-mail address capable of receiving remittance advices and other payment related correspondence, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements. Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments. Upon the Commencement Date or at any time during the duration of the Lease, a Landlord may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

5.3. Base Rent Adjustments

- (a) CPI. From and after the first anniversary of the Commencement Date, on the first day of the first full calendar month thereafter (the "Adjustment Date") and on every anniversary of the Adjustment Date thereafter, Base Rent shall be adjusted by applying the CPI Formula set forth below. The "Base Index" shall be the Index published for the month the Lease commences.
- (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 in the month immediately preceding the month in which the adjustment is to be effective (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 formula for determining the new 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 Base Rent adjustment based upon the CPI Formula result in an increase greater than four percent (4%) per year of the Base Rent payable in the month

preceding the applicable adjustment. In no event shall the Base Rent be adjusted by the CPI Formula to 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 months two (2), and thirteen (13) of the Initial Term shall be abated.

6. USES

Landlord agrees that the Premises, together with all appurtenances thereto, shall be used by the Tenant for the government department set forth in Section 1.1, or any other County Department the County designates in writing to Landlord, for office uses during Tenant's Hours of Operation, after Tenant's Hours of Operation, and on weekends, except that no security personnel, building management or Landlord personnel shall be available before or after Tenant's Hours of Operation or on Weekends, or on New Year's Day, Martin Luther King, Jr. Day, President's Day, Cesar Chavez Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous Peoples' Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day and other holidays (and the term "business day" as used in this Lease shall not include any such 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, and shall be 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.

8. COMPLIANCE WITH LAW

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

9. DAMAGE OR DESTRUCTION

9.1 Damage

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises may be restored to a complete architectural unit of the same value, condition and character

that existed immediately prior to such casualty in less than 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 thirty (30) days, cause an architect or general contractor selected by Landlord to provide Landlord and Tenant with a written estimate of the amount of time required to substantially complete the repair and restoration of the Premises and make the Premises leasable again using standard working methods. Base Rent shall abate to the extent that the Premises are unusable by Tenant.

9.2 Tenant Termination Right

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises will not be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days for any reason, then Tenant may terminate this Lease by giving Landlord written notice within ten (10) days after delivery to Tenant 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 declare a default hereunder, but Tenant may not terminate this Lease unless Landlord fails within thirty (30) days after written notice by Tenant of such default to commence to cure such default, or thereafter fails to reasonably prosecute the cure in good faith. Only if Landlord has failed to cure after notice and cure period, tenant may perform or cause to be performed the

restoration work and deduct the cost thereof, plus interest thereon at ten percent (10%) per annum, from the next installment(s) of Base Rent due as a charge against the Landlord.

10. **REPAIRS AND MAINTENANCE**

10.1 Landlord Representations

(a) Landlord represents to Tenant that, as of the date hereof and on the Commencement Date:

- i. The Premises, the Building, and all Common Areas (including electrical, heating, ventilating, and air conditioning ("HVAC"), mechanical, plumbing, gas and fire/life safety systems in the Building and similar building service systems) comply with all current laws, codes, and ordinances, including but not limited to the Americans With Disabilities Act, and are in good working order and condition;
- ii. The Building and the Premises comply with all covenants, conditions, restrictions and insurance underwriter's requirements;
- iii. The Premises, the Building and the Common Areas are free of the presence of Hazardous Materials (as hereinafter defined); and
- iv. Landlord has not received any notice from any governmental agency that the Building or the Premises are in violation of any law or regulation.

(b) CASp Inspection:

In accordance with California Civil Code Section 1938, Landlord hereby states that the Premises and the Common Areas:

[Check the appropriate box]

- ☐ Have undergone inspection by a Certified Access Specialist (a "CASp") and have been determined to meet all applicable construction related accessibility standards pursuant to California Civil Code Section 55.53. Landlord shall provide Tenant with a copy of the CASp inspection report and a current disability access inspection certificate for the Premises within seven (7) days after the execution of this Lease.
- ☒ Have undergone inspection by a Certified Access Specialist and have not been determined to meet all applicable construction related accessibility standards pursuant to California Civil Code Section 55.53. Landlord has provided Tenant with a copy of the CASp inspection report at least 48 hours prior to the execution of this Lease. A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or

lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

- ☐ Have not undergone inspection by a Certified Access Specialist. A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

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

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

10.2 Landlord Obligations

- (a) Landlord shall keep and maintain the Property in good condition and repair and promptly make repairs to and perform maintenance upon and replace as needed:

- i. the structural elements of the Building, including without limitation, all permanent exterior and interior walls, floors and ceilings, foundations, roof, concealed plumbing, stairways, concealed electrical systems and intra-building telephone network cables;
- ii. mechanical (including HVAC), electrical, plumbing and fire/life systems serving the Building;
- iii. the Common Areas;

- iv. exterior windows of the Building; and
 - v. elevators serving the Building.
- (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, the professional qualifications required of a Los Angeles County Facilities Ancillary Services Master Agreement (FASMA) vendors. Landlord's repair obligations include, without limitation, repairs to, or replacements of:
- i. the floor covering (if such floor covering is carpeting it shall be replaced as needed, but not less often than after five (5) years of use) from commencement date;
 - 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) from commencement date;
 - 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.
- (d) Landlord will not be obligated to pay or repair damage caused by Tenant's contractors and employees, except to the extent covered by Landlord's insurance.

10.3 Tenant 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 the event or circumstance is not caused by Tenant, 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 fifteen (15) business 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 with reasonable evidence of the costs, 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 Chief Executive Office, may request (but Landlord shall not be obligated to agree to such request) that Landlord perform, supply and administer 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, for which Tenant or the County shall reimburse Landlord promptly after written demand with evidence of the costs. Any improvements by Landlord shall be subject to 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.

11. SERVICES AND UTILITIES

11.1 Services and Utilities

(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.

In addition, Landlord shall furnish HVAC 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. Subject to disruptions and delays that are not within the control of Landlord, Tenant may obtain after-hours HVAC upon at least 24 hours' prior written notice to Landlord (so that Landlord may program the HVAC), but minimum after-hours usage shall be four (4) hours, and Tenant shall pay for such usage at the rate of \$100 per hour, payable without offset or deduction within ten (10) days after written demand from Landlord, as additional rent.

(b) Electricity

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

(c) Elevators

Landlord shall furnish 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.

(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. Upon the execution of this Lease, Landlord shall provide 183 access cards to Tenant without charge, but Tenant shall promptly pay to Landlord upon written demand, charges for any and all replacement cards or additional cards issued to Tenant not to exceed \$25 per access card.

(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.

11.2 Utilities

Landlord agrees to pay, at its sole cost, when due, all charges for the use of the sewer, effluent treatment (when and if imposed by any governmental authority), all water, sprinkler standby charges, 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, without good faith cause, fails or refuses to pay any or all of such charges when due, Tenant may give Landlord ten (10) calendar days prior written notice and thereafter pay directly such charges and deduct the payments from the next installments of rent due as a charge against the Landlord.

12. TAXES

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

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

13. LANDLORD ACCESS

Tenant shall permit Landlord and its agents to enter the Premises during Tenant's Hours of Operations upon prior written notice only for the purpose of inspecting the Premises for

any reasonable purpose; however, 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. If Landlord temporarily closes any portion of the Premises or closes any portion of the Building for repairs, replacements or maintenance, then except for closures in an emergency or as required by law (and through no default by Landlord), Base Rent shall be prorated based upon the percentage of the Premises rendered unusable and not used by Tenant.

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 and or Tenant's rights provided by Sections 9.4, 10.4, 19, and 32.3, Landlord shall be in default ("Landlord Default") in the performance of any obligation required to be performed by Landlord under this Lease if Landlord has failed to perform such obligation within ten (10) business 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 ten (10) business 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 attorneys' fees) plus interest at the rate of ten percent (10%) per annum from the installments of Base Rent next falling due;
- (b) to pursue the remedy of specific performance;
- (c) to seek money damages for loss arising from Landlord's failure to discharge its obligations under this Lease or offset such damages against Base Rent next coming due; and/or
- (d) to terminate this Lease.

15.2 Waiver

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

15.3 Emergency

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

16. ASSIGNMENT AND SUBLETTING

16.1 Assignment and Subletting

Tenant may assign this Lease or sublet the whole or any part of the Premises subject to Landlord's prior written consent in its sole and absolute discretion provided that Tenant first notifies Landlord in writing of the assignment, subletting or encumbrance, and provided, further, that no such assignment shall relieve Tenant of any liability under this Lease unless Landlord has given its written consent to such release, 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,

16.2 Sale

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

Upon any sale or transfer of the Property by Landlord, Landlord shall provide thirty (30) days prior written notice of said sale or transfer to Tenant. In addition, Landlord shall provide the following information to Tenant, at Tenant's Address for Notice (set forth in Section 1.1 hereof), as a condition of Tenant's obligation to pay Base Rent to the new owner:

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

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

17. ALTERATIONS AND ADDITIONS

17.1 Landlord Consent

Tenant shall not make any structural alterations, improvements, additions, or utility installations in or about the Premises (collectively, "Alterations") without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. If Landlord fails to respond in writing within thirty (30) days after Tenant's request, then Landlord shall be deemed to have approved the requested Alterations in Landlord's sole and absolute discretion. However, Landlord's consent shall not be required for any Alteration that satisfies all of the following criteria:

- (a) the Alteration complies with all laws;
- (b) the Alteration is not visible from the exterior of the Premises or Building;
- (c) the Alteration will not materially affect the systems or structure of the Building; and
- (d) the Alteration does not unreasonably interfere with the normal and customary business office operations of other tenants in or occupants of 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 attorney and expert witness fees), caused by the Landlord's negligence or willful misconduct or breach of lease.

19.2 Tenant's Indemnity

The Tenant shall indemnify, defend and hold harmless the Landlord, from and against any and all liability, loss, injury or damage, including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert

witness fees) caused by the Tenant's negligence or willful misconduct or breach of lease.

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 business 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 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) business days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Lease, in the sole discretion of the Tenant, upon which the Tenant may suspend or terminate this Lease.

(d) Failure to Maintain Insurance.

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

(e) Insurer Financial Ratings

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

(f) Landlord's Insurance Shall Be Primary

Landlord's insurance policies, with respect to any claims related to this Lease, shall be primary with respect to all other sources of coverage available to Tenant. Any Landlord maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Tenant coverage.

(g) Waiver of Subrogation

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

(h) Insurer Financial Ratings

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

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

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

(j) Claims Made Coverage

If any part of the Required Insurance is written on claims made basis, any policy retroactive date shall precede the start date of this Lease. Landlord understands and agrees it shall maintain such coverage for a period of not

less than three (3) years following Lease expiration, termination or cancellation.

(k) 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.

(l) Separation of Insureds

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

20.3 Insurance Coverage Types And Limits

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

Tenant shall procure and maintain for the duration of this lease insurance against claims for injuries to persons or damages to property which may arise from or in connection with the tenant's operation and use of the leased premises. The cost of such insurance or self-insurance shall be borne by the tenant.

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

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

Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

Property insurance against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

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:	\$ 10 million
Products/Completed Operations Aggregate:	\$ 10 million
Personal and Advertising Injury:	\$ 5 million
Each Occurrence:	\$ 5 million

Workers' Compensation insurance as required by the State of California, with Statutory Limits and Employer's Liability with limits of no less than \$1,000,000 per accident for bodily injury or disease.

21. PARKING

21.1 Tenant's Rights

Tenant shall have the right to the number of parking access cards set forth in Section 1.1, without charge, for the Term of this Lease. Subject to events and delays beyond the control of Landlord, and Tenant shall be entitled to full in/out privileges at all times. No tandem parking shall be required or allowed, and Tenant's parking rights shall be subject to reasonable parking rules and regulations adopted by Landlord from time to time, and those applicable to parking that are in the Rules and Regulations attached as Exhibit H. Tenant acknowledges that no parking spaces are 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.

21.2 Tenant Remedies

Landlord acknowledges that it is a material term of this Lease that Tenant receives all of the parking spaces to which it is entitled under this Lease for the entire Term of this Lease and that it would be impracticable and extremely difficult to fix the actual damages for a breach of such provisions. It is therefore agreed that if, for any reason whatsoever, a material number of the parking spaces required above are not available to Tenant (in addition to the rights given to Tenant under Section

14 and Sections 9 and 17 in the event of casualty or condemnation), then Tenant may:

- (a) 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 times the number 1.5, 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 expenses

arising at any time during or after the Term as a result (directly or indirectly) of, or in connection with, the presence of Hazardous Materials on, under or about the Premises, Building or Common Areas or other violation of laws relating to Hazardous Materials other than those caused by Tenant. This indemnity shall include, without limitation, the cost of any required or necessary repair, cleanup or detoxification, and the preparation and implementation of any closure, monitoring or other required plans, as such action is required by local or state laws or any governmental agency. Landlord shall promptly deliver to Tenant a copy of any notice received from any governmental agency during the Term of this Lease concerning the presence of Hazardous Materials in the Building or the Premises. Landlord's obligations pursuant to the foregoing indemnity shall survive the expiration or termination of this Lease. A default by Landlord under this Section shall constitute a material default under this Lease.

23. ESTOPPEL CERTIFICATES

Tenant shall, within 30 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

INTENTIONALLY OMITTED

25. LIENS

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

26. SUBORDINATION AND MORTGAGES

26.1 Subordination and Non-Disturbance

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

26.2 Existing Deeds of Trust

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

26.3 Notice of Default

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

27. SURRENDER OF POSSESSION

Subject to casualty, at the expiration of the Term of this Lease, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises to Landlord in a "broom-clean" condition. Tenant may (but shall not be required to) remove, at its own expense, all fixtures, equipment and all other personal property placed or installed in or upon the Premises by Tenant, or under its authority (including any modular furniture). Any such property not removed may be retained or disposed of by Landlord in its sole and absolute discretion, without obligation or liability to Tenant, and Tenant hereby waives any and all laws and statutes to the contrary.

28. SIGNAGE

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

Tenant acknowledges that exterior signage is subject to the provisions of the Covenants, Conditions & Restrictions for Los Angeles Union Station West Campus South dated March 25, 2005, recorded on March 25, 2005 as Document No. 050690591 in the Official Records of Los Angeles County, including Sections 2.1 and 4.1 and Item 14 of Exhibit D (Design Guidelines) thereto ("CC&Rs"). Any signage shall be installed at Tenant's cost and expense, shall comply with all applicable Laws and such CC&Rs, and the form and installation of signage shall be subject to Landlord's prior written approval. Tenant shall be required, at Tenant's sole cost and expense, to maintain all of Tenant's signage in good condition and repair, ordinary wear and tear excepted. Should Tenant fail at any time to maintain its signage as provided in this Section, Landlord, in its sole discretion, may give Tenant notice and thirty (30) days to cure such failure. Should Tenant fail to cure such failure within the thirty (30) day cure period, Landlord, in its sole discretion, may elect to maintain Tenant's signage in good condition and repair and Tenant shall be obligated to reimburse Landlord for all reasonable costs and expenses incurred by Landlord in connection with the same upon billing therefor and delivery of reasonable evidence of the costs incurred. Upon the expiration or earlier termination of this Lease, Tenant shall, at

its sole cost and expense, promptly remove all of Tenant's signage and restore the portions of the Building affected thereby to their condition prior to the installation of such signage, and such obligations shall survive the expiration or earlier termination of this Lease.

29. QUIET ENJOYMENT

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

30. GENERAL

30.1 Headings

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

30.2 Successors and Assigns

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

30.3 Brokers

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

30.4 Entire Agreement

This Lease (including all exhibits hereto) 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) national-recognized, next-day courier service, or (ii) 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

INTENTIONALLY OMITTED

30.11 Community Business Enterprises

INTENTIONALLY OMITTED.

30.12 Memorandum of Lease

Tenant shall not record this Lease or any memorandum hereof.

30.13 Counterparts; Electronic Signatures

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

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

31. AUTHORITY

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

32. ACKNOWLEDGEMENT BY LANDLORD

Landlord acknowledges that it is aware of the following provisions:

32.1 Consideration of GAIN Program Participants

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

32.2 Solicitation of Consideration

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

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

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

32.3 Landlord Assignment

- (a) Landlord may assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease or any portion thereof (including the right to receive rental payments but excluding its duties and obligations hereunder), and Landlord may execute any and all instruments providing for the payment of Base Rent directly to an assignee or transferee, but only if the conditions set forth in this Section are met.
- (b) Any document or agreement purporting to assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease, or any portion thereof, as security for the Landlord's obligation to repay any monetary obligation, is hereinafter referred to as a "Security Agreement." Any Security Agreement which is executed without full compliance with the requirements of this Section shall be void.
- (c) Each assignee or transferee under the Security Agreement shall certify and agree in writing that such assignee or transferee has read and is familiar with the requirements of Sections 5950-5955 of California Government Code, which prohibits the offer or sale of any security constituting a fractional interest in this Lease or any portion thereof, without the prior written consent of the Tenant. Notwithstanding the foregoing, the Tenant

hereby acknowledges and agrees that Landlord shall have the right to encumber the Property with CMBS (commercial mortgage backed securities) financing or other traditional real estate financing. However, Landlord may not encumber the Property through any type of bond financing vehicle, including but not limited to certificate of participation financing.

- (d) Violation by Landlord of the provisions of Section 5951 of the California Government Code will constitute a material breach of this Lease, upon which the Tenant may impose damages in an amount equal to the greater of \$500,000 or 10% of the aggregate principal portion of all rental payments payable by the Tenant during the entire Term of this Lease, it being expressly agreed that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances and nature of the violation it would be impracticable and extremely difficult to fix actual damages. In addition, the Tenant may exercise or pursue any other right or remedy it may have under this Lease or applicable law.
- (e) Landlord shall give Tenant written notice and a copy of each and every assignment, transfer, hypothecation or encumbrance of Landlord's interest in this Lease and any instrument relating thereto (including, but not limited to, instruments providing for the payment of Base Rent directly to an assignee or transferee) at least thirty (30) days prior to the effective date thereof.
- (f) Landlord shall not furnish any information concerning Tenant or the subject matter of this Lease (including, but not limited to, offering memoranda, financial statements, economic and demographic information, and legal opinions rendered by the office of counsel for the Tenant) to any person or entity, except with Tenant's prior written consent. Landlord shall indemnify, defend and hold Tenant and its officers, agents and employees harmless from and against all claims and liability alleged to arise from the inaccuracy or incompleteness of any information furnished by Landlord in violation of this Section 32.3.
- (g) The provisions of this Section 32.3 shall be binding upon and applicable to the parties hereto and their respective successors and assigns. Whenever in this Section Landlord is referred to, such reference shall be deemed to include Landlord's successors or assigns, and all covenants and agreements by or on behalf of Landlord herein shall bind and apply to Landlord's successors and assigns, whether so expressed or not.

32.4 Smoking in County Facilities

The Surgeon General of the United States has concluded that passive smoke exposure is the third leading cause of preventable death in the United States. The United States Environmental Protection Agency has found second-hand smoke to be a known carcinogen. It is recognized that the County has a responsibility to

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

33. IRREVOCABLE OFFER TO LEASE

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. TENANT RIGHT OF FIRST NEGOTIATION TO LEASE ADDITIONAL SPACE

If additional space becomes available for lease in the Building and Landlord decides to lease such space, Landlord will notify Tenant in writing with Landlord's basic business/economic terms for leasing such additional space. For a period of ninety (90) days thereafter, Landlord will negotiate with Tenant in good faith, but otherwise in Landlord's sole and absolute discretion, with respect to lease terms that Landlord's staff is willing to recommend to Landlord's board for approval, and Landlord's staff shall make such recommendation if such lease terms are determined within such period. Any lease amendment or new lease with Tenant shall, however, remain subject to the approval of Tenant's board in its sole and absolute discretion.

35. **OPTION TO EXTEND**

- (a) **Option Terms.** Provided that no Default has occurred and is continuing under the Lease at the time the option is exercised and not more than two (2) Defaults have occurred during the initial Term, Tenant shall have one (1) option to renew this Lease for an additional period of two (2) years (the "Extension Term").
- (b) **Exercise of Option.** Tenant must exercise its options to extend this Lease by giving Landlord written notice of its election to do so no later than one hundred eighty (180) days prior to the end of the initial Term. If Tenant fails to give such written notice to Landlord, Lease will terminate as of the then-applicable 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 termination of this Lease.
- (c) **Terms and Conditions of Extension Terms.** The Extension Terms shall be on all the terms and conditions of this Lease, including Base Rent except that Landlord shall have no additional obligation for free rent, leasehold improvements or for any other tenant inducements for the Extension Terms. In no event shall Landlord be responsible for payment of any brokerage fees or commissions to any broker or finder retained by Tenant or representing Tenant.

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

LANDLORD:

LOS ANGELES COUNTY CHILDREN AND
FAMILIES FIRST - PROPOSITION 10
COMMISSION

By: Karla Pleitez Howell
Name: Karla Pleitez Howell
Its: President/CEO

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

FESIA A. DAVENPORT
Chief Executive Officer

By: _____
Name: John T. Cooke
Its: 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 Roberto Saldana
2025.06.24 16:03:25
-07'00'

By: _____
Senior Deputy

EXHIBIT A
SITE PLAN/DIAGRAM OF PREMISES
 750 N. Alameda St. (Second Floor), Los Angeles, CA 90012

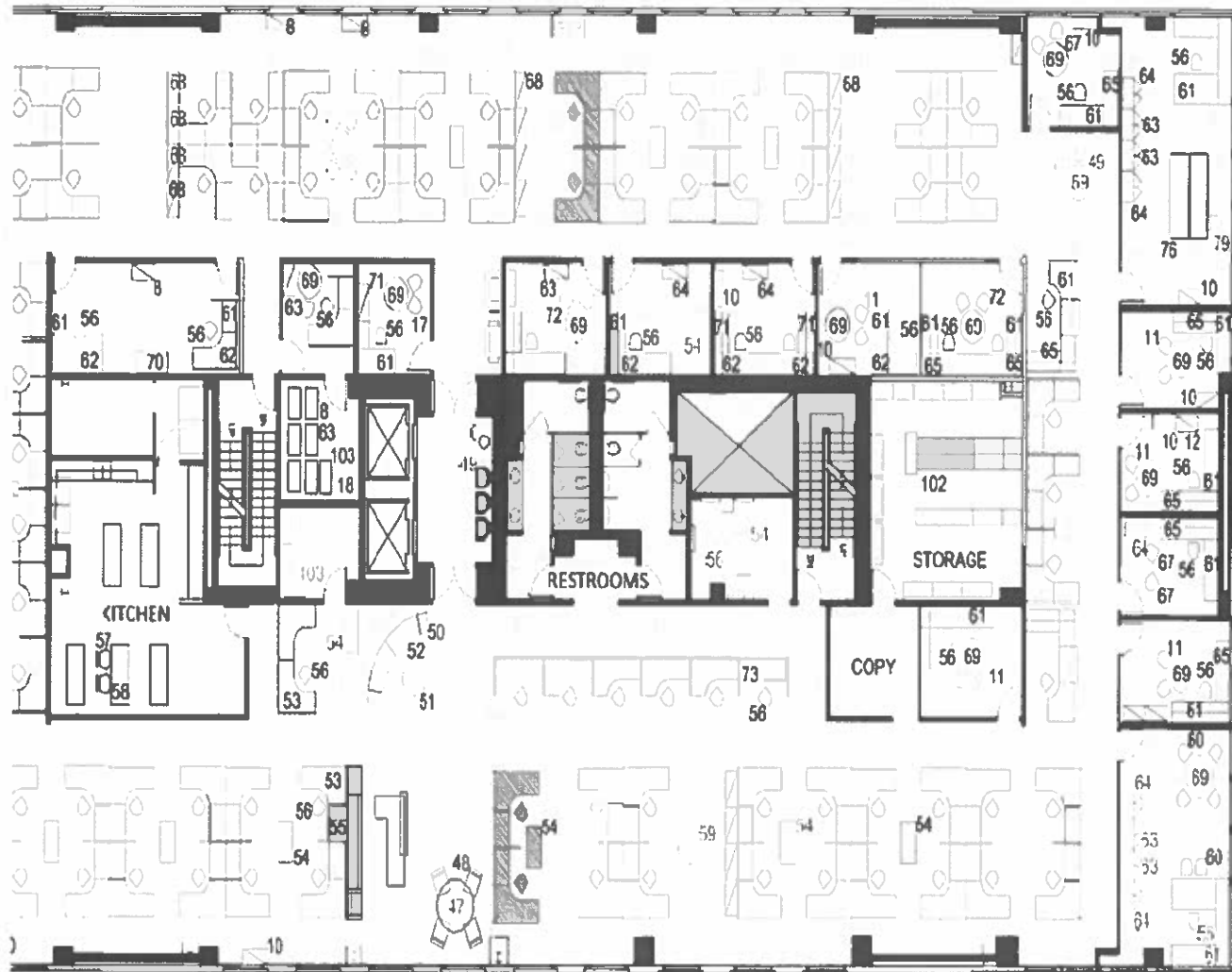


Exhibit A
 FLOOR PLAN OF PREMISES

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 LOS ANGELES COUNTY CHILDREN AND FAMILIES FIRST – PROPOSITION 10 COMMISSION, a public entity established under California Health & Safety Code Section 130140.1 and Los Angeles County Code Section 3.72.030 (also known as "First 5 LA") ("Landlord"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises in the building located at 750 North Alameda Avenue, Los Angeles, CA 90012 ("Premises"),

Landlord and Tenant hereby acknowledge as follow:

- 1) Landlord delivered possession of the Premises to Tenant on _____ ("Possession Date");
- 2) Tenant has accepted possession of the Premises and now occupies the same; and
- 3) The Lease commenced on _____ ("Commencement Date").
- 4) The Premises contain 17,777 rentable square feet of space; and

[For clarification and the purpose of calculating future rental rate adjustments:

- 1) Base Rent per month is _____.
- 2) The Base Index month is _____.
- 3) The Base Index is _____.
- 4) The first New Index month is _____.

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

Tenant:

COUNTY OF LOS ANGELES,
a body corporate and politic

By: _____

Joyce Chang
Senior Manager

Landlord:

LOS ANGELES COUNTY CHILDREN AND
FAMILIES FIRST - PROPOSITION 10
COMMISSION

By: _____

Name: _____

Its: _____

Exhibit B
COMMENCEMENT DATE MEMORANDUM
AND CONFIRMATION OF LEASE TERMS

EXHIBIT C

HEATING, VENTILATION AND AIR CONDITIONING STANDARDS

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 C HEATING, VENTILATION AND AIR CONDITIONING STANDARDS

EXHIBIT D

CLEANING AND MAINTENANCE SCHEDULE

Landlord contracts for the following services, and will use good faith efforts to obtain comparable janitorial services when its current janitorial contract ends, to the extent they are available at a commercially reasonable cost:

2. Provide daily cleaning services for the lobby area (INCLUDING THE TENANT SPACE)

Daily Activities

- Clean entrances and thresholds
- Spot clean entrance doors
- Sweep and mop Terrazzo floor
- Vacuum carpeted waiting areas and spot clean spills
- Dust and/or damp clean lounge seating and coffee table
- Empty all waste containers and carry trash to pick-up area
- Replace plastic liners in trash containers as needed
- Dust and/or damp clean reception counter, office furniture, chairs, and equipment (desks will be cleared off by Tenant staff prior to cleaning); for Tenant's security and confidentiality, papers, folders, and other materials shall not be touched
- Clean elevator floor selection panels, walls, floor, and thresholds
- Spot clean wall switches, doors, door frames and furniture

3. Provide daily cleaning services for the Conference Rooms, Collaboration/Waiting Areas, Offices and Workstations (INCLUDING THE TENANT SPACE)

Daily Activities

- Sweep and mop elevator landings
- Vacuum carpet and clean spills
- Dust and/or damp mop all hard floor surfaces
- Spot clean wall switches, doors, door frames and furniture
- Dust and/or damp clean conference room tables, office furniture and chairs
- Dust and/or damp clean offices, work areas, office furniture, chairs and equipment (desks will be cleared off by Tenant staff prior to cleaning); for Tenant's security and confidentiality, papers, folders and other materials shall not be touched.
- Properly align all chairs and office furniture unless directed otherwise by staff
- Empty all waste containers and carry trash to pick-up area
- Replace plastic liners in trash containers as needed
- Clean the conference room dry erase walls/boards, as needed
- Spot clean all surface furniture tops, partitions, and partition glass (remove all fingerprints)

4. Provide daily cleaning services for the Lunchrooms (INCLUDING THE TENANT SPACE)

Daily Activities

- Clean sinks, countertops, and backsplash
- Wipe down cabinet faces
- Clean inside and outside of microwaves, toasters, and toaster ovens

Exhibit D

CLEANING AND MAINTENANCE SCHEDULE

- Clean/wash any dishes left in sink
 - Rinse out coffee machines/carafes
 - Clean lunch tables and chairs
 - Properly align all furniture
 - Empty all waste, recycle, and compost containers and carry trash/recyclables/compost to pick-up area and wipe down wall behind containers
 - Replace plastic liners in all containers
 - Replenish paper goods such as paper towels and napkins
 - Sweep and mop floors
 - Clean water dispensers
-
- 5. Provide daily cleaning services for the Restrooms (INCLUDING THE TENANT SPACE)**
- Daily Activities**
- Clean vanity tops and double sinks
 - Clean and polish all bathroom fixtures including sink faucets, urinal flush handles and piping, toilet flush handles
 - Clean mirrors
 - Clean and disinfect toilets and urinals
 - Wipe down walls and spot clean where necessary
 - Empty all waste containers and carry trash to pick-up area and wipe down wall behind waste containers
 - Empty all sanitary napkin containers
 - Replace plastic liners in trash containers
 - Replenish paper goods (including toilet seat covers) and hand soap
 - Sweep and mop floors
- 6. Provide other daily cleaning services (INCLUDING THE TENANT SPACE)**
- Daily Activities**
- Vacuum both interior stairway carpets, clean and disinfect metal handrails
 - Clean drinking fountains
 - Empty outside trash receptacles
 - Clean large outside balcony terrace on 3rd floor – remove all trash, wipe down tables and chairs, dust handrails, wipe access door glass
 - Clean small private outside balcony terrace opposite the 3rd floor large main balcony
- 7. Provide weekly cleaning services**
- Weekly Activities**
- Wash down restroom walls, stall doors and partitions
 - Clean/dust tops of restroom partitions
 - Clean all wall mounted electrical switches
 - Perform high/low dusting including cubicle dividers, file cabinets, pictures, baseboards, etc.
 - Clean and dust all interior windowsills and blinds where accessible
 - Clean inside of refrigerator
 - Clean and disinfect workstation and conference room phones
 - Wipe down doors and kick plates
- 8. Provide monthly cleaning services**
- Monthly Activities**
- Brush down HVAC wall and ceiling vents
 - Replace restroom air fresheners
 - Flush out toilets and urinals with drain cleaner

**EXHIBIT D
CLEANING AND MAINTENANCE SCHEDULE**

9. Optional Tasks. These Services to be performed as needed by owner, with written notification.

- Deep clean all trash cans, trash bins, recycle containers, compost containers
- Scrub and wax all tile floors
- Strip and wax vinyl/Terrazzo floors
- Steam and deep clean carpets
- Deep clean conference room/lobby/collaboration area chairs and upholstery
- Deep clean interior windows
- Clean and disinfect areas where there was COVID exposure, including but not limited to:
 - Disinfect services of Offices and Conference Rooms; tables, phones, desktops, armchairs, door handles front and back, file cabinets, light plates, Breakrooms; vending machines, exterior of refrigerator /microwave handles, water dispensing machine, coffee machine/pot handles, chairs, tables, all door handles front/back, light plates, trash can lids, sinks and faucets. Stairwells, doors, handles and handrails, Elevator push buttons doors and walls.
- Interior and exterior pest control inspections and remediation frequency is to be determined by a licensed exterminator.

10. Additional Services

- For security and energy conservation purposes, perform services one area at a time, turn off lights, lock and secure each area immediately upon completion.
- The janitorial firm will ensure the building is properly secured and locked when they are the last ones to leave the facility after hours. After hours, all entrance doors are to be kept locked during entire cleaning operation. No unauthorized personnel will be allowed to enter the building.
- Break down boxes and place them in the appropriate recycling bin
- The janitorial firm shall notify Landlord, in writing, of any irregularities noted during performance of services including, but not limited to, defective plumbing, broken windows, broken bathroom fixtures, unstable or broken furniture, graffiti, vandalism and/or damage to the building or its contents. The janitorial firm shall also notify Landlord, in writing, if unable to perform any services and the reason why.
- The janitorial firm shall maintain and post, visible to Tenant and Landlord, the daily, weekly, and monthly schedule of activities.
- Janitorial staff must wear appropriate uniforms and Personal Protective Equipment (PPE)
- Cleaning performed with approved CDC disinfectants

**EXHIBIT D
CLEANING AND MAINTENANCE SCHEDULE**

EXHIBIT E

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

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

)
)
)
)
)
)
)

Space above for Recorder's Use

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

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

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

Factual Background

A. Borrower owns certain real property more particularly described in the attached Exhibit A. The term "Property" herein means that real property together with all improvements (the "Improvements") located on it.

B. Lender has made or agreed to make a loan to Borrower. The Loan is or will be secured by a deed of trust or mortgage encumbering the Property (the "Deed of Trust").

C. Tenant and Borrower (as "Landlord") entered into a lease dated _____ (the "Lease") under which Borrower leased to Tenant a portion of the Improvements located within the Property and more particularly described in the Lease (the "Premises").

D. Tenant is willing to agree to subordinate certain of Tenant's rights under the Lease to the lien of the Deed of Trust and to attorn to Lender on the terms and conditions of this Agreement. Tenant is willing to agree to such subordination and attornment and other conditions, provided that Lender agrees to a non-disturbance provision, all as set forth more fully below.

Agreement

**Exhibit E
SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT 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

EXHIBIT E
SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

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

To Lender: _____

To Borrower: _____

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

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

EXHIBIT E
SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENMENT AGREEMENT

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

By: _____
Name: _____
Title: _____

BORROWER: *[Insert name of Landlord]*

By: _____
Name: _____
Title: _____

LENDER: *[Insert name of Lender],*

By: _____
Name: _____
Title: _____

EXHIBIT E
SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

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 E
SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

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 or except as specified in the Lease.

 (d) 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, Landlord is not in default under the Lease.

EXHIBIT F

TENANT ESTOPPEL CERTIFICATE

(c) Tenant's interest in the Lease has not been assigned or encumbered, and no portion of the Premises has not been subleased, except as follows: _____.

(d) Tenant is not entitled to any credit or offset against any rent or other charge or rent concession under the Lease, except as may be expressly set forth in the Lease. No credit or offset permitted by the Lease is ongoing except for [DESCRIBE NATURE, TOTAL AMOUNT, AND AMOUNT REMAINING TO BE OFFSET] _____

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

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 F
TENANT ESTOPPEL CERTIFICATE

EXHIBIT G

INTENTIONALLY OMITTED

**EXHIBIT G
COMMUNITY BUSINESS ENTERPRISES FORM**

EXHIBIT H

RULES AND REGULATIONS

1. Except as may be specifically provided in the Lease to which these Rules and Regulations are attached, no sign, placard, picture, advertisement, name, or notice shall be installed or displayed on any part of the outside or inside of the Building (except within the Premises) without the prior written consent of Landlord. Tenant shall not place anything against or near exterior windows or doors that may appear unsightly from outside the Premises or that are visible from the exterior of the Premises (other than approved window coverings). Landlord shall have the right to remove, at Tenant's expense and without notice, any sign installed or displayed in violation of this rule.
2. Tenant shall not obstruct any sidewalks, halls, passages, exits, entrances, elevators, escalators, or stairways of the Building. Landlord shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the judgment of Landlord would be prejudicial to the safety and interest of the Building. Without Landlord's written consent, neither Tenant nor any employee or invitee of Tenant shall go upon the roof of the Building or enter any other areas restricted by Landlord.
3. All contractors and technicians performing any Tenant improvements approved by Landlord after the initial Tenant improvements shall be referred to Landlord for approval (which approval shall not be unreasonably withheld, conditioned, or delayed) prior to performing any such service. This applies to all such improvements performed in the Building, including, without limitation, installation of data and telecommunications cabling and installations affecting floors, walls, woodwork, windows, ceilings, and any other physical portion of the Building. None of Tenant's contractors or subcontractors shall be entitled to (1) display identification or other signage at the Building, or (2) park anywhere in the Parking Area except in the area reasonably designated by Landlord or as permitted with respect to public parking.
4. Landlord shall have the right to prescribe the weight, size, and position of all equipment, materials, furniture, or other property brought into the Building that exceed the maximum floor load weight. Heavy objects shall, if considered reasonably necessary by Landlord, stand on such platforms as reasonably determined by Landlord to be necessary to properly distribute the weight, which platforms shall be provided at Tenant's expense. The persons employed to move such equipment in or out of the Building must be approved by Landlord, which approval shall not be unreasonably withheld, delayed, or conditioned. Landlord will not be responsible for loss of, or damage to, any such equipment or other property from any cause, and all damage done to the Building by maintaining or moving such equipment or other property shall be repaired at the expense of Tenant.
5. Tenant shall not use or keep in the Premises any kerosene, gasoline, or inflammable or combustible fluid or material other than those limited quantities necessary for

EXHIBIT H

RULES AND REGULATIONS

office cleaning or office supplies. Tenant shall not use or permit to be used in the Premises any foul or noxious gas or substance, or permit or allow the Premises to be occupied or used in a manner that allows noise, odors or vibrations to emanate from the Premises, nor shall Tenant bring into or keep in or about the Premises any birds or animals other than assist animals.

6. Tenant shall not use any method of heating or air conditioning other than that installed by Landlord unless approved by Landlord in writing.
7. Tenant agrees to use commercially reasonable efforts to cooperate with Landlord to assure the most effective operation of the Building's heating and air conditioning and to comply with any governmental energy-saving rules, laws, or regulations. Tenant shall keep corridor doors closed.
8. Landlord reserves the right, upon prior written notice to Tenant, to change the name and/or street address of the Building.
9. Landlord reserves the right to exclude from the Building during hours other than Building hours of operation, any person unless that person is known to the person or employee in charge of the Building or has a pass or is properly identified. Tenant shall be responsible for all persons for whom it requests passes and shall be liable to Landlord for all acts of such persons. Landlord shall not be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. Landlord reserves the right to prevent access to the Building in case of invasion, mob, riot, public excitement, or other commotion by closing the doors or by other appropriate action.
10. Tenant shall close and lock the doors of its Premises before Tenant and its employees leave the Premises.
11. The toilet rooms, toilets, urinals, wash bowls, and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage, or damage resulting from the violation of this rule shall be borne by Tenant, or Tenant's employees or invitees, who shall have caused it.
12. Tenant shall not install any radio or television antenna, loudspeaker, or other devices on the roof(s) or on exterior walls of the Building. Tenant shall not knowingly interfere with radio or television broadcasting or reception from or in the Building or elsewhere and if such interference occurs, Tenant shall take reasonable steps to correct the same upon written notice by Landlord to Tenant.
13. Tenant shall not affix any floor covering to the floor of the Premises in any manner except as reasonably approved by Landlord. Tenant shall repair any damage resulting from noncompliance with this rule.

EXHIBIT H RULES AND REGULATIONS

14. Canvassing, soliciting, and distribution of handbills or any other written material, and peddling in the Building or Common Areas (collectively, the "Project") are prohibited, and Tenant shall reasonably cooperate to prevent such activities.
15. Landlord reserves the right to exclude or expel from the Premises any person who, in Landlord's judgment, is intoxicated or under the influence of liquor or drugs or who is in violation of any of these Rules and Regulations.
16. Tenant shall store all its trash and garbage within its Premises or in other facilities provided by Landlord. Tenant shall not place in any trash box or receptacle any material that cannot be disposed of in the ordinary and customary manner of trash and garbage disposal. All garbage and refuse disposal shall be made in accordance with reasonable directions issued from time to time by Landlord.
17. Tenant shall comply with all reasonable safety, fire protection, and evacuation procedures and regulations established by Landlord or any governmental agency.
18. There shall be no smoking within the Building or immediately adjacent to Building entrances (except in areas, if any, expressly designated therefor by Landlord).
19. Upon written notice to Tenant, Landlord reserves the right to rescind any of these Rules and Regulations and to make future Rules and Regulations as, in its judgment, may from time to time be needed for safety, comfort, and security, for care and cleanliness of the Building and for the preservation of good order therein, which Rules and Regulations shall not be unreasonably or discriminatorily modified or enforced in a manner that shall materially interfere with the conduct of Tenant's Permitted Use of the Premises or Tenant's use of or access to the Premises or the Parking Area. In the event of a conflict between any Rules and Regulations and the Lease, the term of the Lease shall govern.
20. Tenant shall use commercially reasonable efforts to ensure the observance of all of the foregoing rules by Tenant's employees, agents, customers, invitees, and guests.
21. Landlord reserves the right to charge as additional Rent to Tenant, any extra costs incurred by Landlord as a result of the violation of these Rules and Regulations by Tenant or by Tenant's employees, agents, customers, invitees, and guests.

ADDITIONAL PARKING RULES.

- a) Notwithstanding anything to the contrary contained in the Lease, Tenant understands and acknowledges that the parking area is currently intended to be utilized, and shall at all times (in Landlord's sole and absolute discretion) be available and used as parking for the occupants of the Building, but Landlord shall have no obligation to supervise the parking or tow vehicles.

EXHIBIT H RULES AND REGULATIONS

- b) Tenant shall not permit or allow any delivery vehicles that belong to or are controlled by Tenant to be loaded or unloaded in the parking area. Tenant shall not permit washing or repair of parked vehicles.

Tenant shall reasonably cooperate with Landlord in implementing policies and procedures to prevent unauthorized parking by Tenant's owners, supervisors, managers, employees, contractors, and agents and to identify any of Tenant's owners, supervisors, managers, employees, and agents that may be parking vehicles in the parking area. If Tenant permits or allows unauthorized parking, in addition to such other rights and remedies that it may have, Landlord shall have the right, without notice, to remove or tow away the vehicle involved (and charge the cost to the owner), which cost shall be immediately payable upon demand and/or Landlord may rescind the parking rights of the offender.

EXHIBIT H RULES AND REGULATIONS

COUNTY OF LOS ANGELES
SUPPLEMENTAL PARKING AGREEMENT
414 EAST COMMERCIAL STREET, LOS ANGELES

This Supplemental Parking Agreement ("Agreement"), dated as of _____, 20____ ("Effective Date"), by and between the SYSTEM PROPERTY DEVELOPMENT COMPANY, INC., a California corporation ("Landlord") and the COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant"). The Landlord and Tenant are sometimes individually defined herein as a "Party" and collectively as the "Parties". This Agreement is entered into with reference to the following facts and circumstances:

RECITALS

A. WHEREAS, Landlord and Tenant desire to enter into an agreement with Landlord to provide supplemental parking to Tenant at the property owned by Landlord at 414 East Commercial Street, Los Angeles, CA. Tenant leases space in the building located at 750 North Alameda Street, Los Angeles, CA.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. Headings. Landlord hereby represents and warrants that (i) Landlord has the power and authority to enter into, and to enforce, the provisions of this Agreement, and (ii) notwithstanding any parking management agreement Landlord may have entered into (with regard to the day to day operation of the Parking Facility or otherwise), Landlord retains control over the Parking Facility and its operation.

2. Parking Fee and Commencement Date. Tenant shall have the right, but not the obligation, to lease from Landlord up to 95 non-reserved parking spaces (the "Parking Spaces") located in the parking facility servicing the Building ("Parking Facility"). The Parking Spaces are sometimes collectively referred to as the "parking spaces". The Parking Facility is shown on Exhibit "A", attached hereto and incorporated by this reference. Prior to the Commencement Date, Tenant shall notify Landlord in writing of the number of Parking Spaces which Tenant initially elects to use during the Term and the month of when Tenant intends to start using the Parking Spaces, the "Commencement Date", but in no event in excess of the maximum number of Parking Spaces set forth in this Section 2. Thereafter, Tenant may increase or decrease the number of Parking Spaces to be used by Tenant pursuant to this Section 2 upon a minimum of thirty (30) days prior written notice to Landlord, provided that in no event may Tenant elect to use in excess of the maximum number of Non-Reserved Parking Spaces set forth in this Section 2. During the initial Term, Tenant shall pay in advance, the prevailing monthly charges established herein and as shown on the table below for parking in the Parking Facility. Such charges shall be payable to Landlord or such other entity as designated by Landlord, and shall be sent to the address Landlord designates from time to time. Tenant may, from time to time request additional parking spaces, and if Landlord shall provide the same, such parking spaces shall be provided and used on a month-to-month basis, and otherwise on the foregoing terms and provisions, and at such prevailing monthly parking charges as shall be established from time to time.

Tenant shall have the right to up to 95 parking stalls at a rate as follows:

Year	Per Parking Space Per Month Rate	Maximum Per Month Cost
1	\$160.00	\$15,200
2	\$170.00	\$16,150
3	\$180.00	\$17,100
4	\$190.00	\$18,050
5	\$200.00	\$19,000
6	\$210.00	\$19,950
7	\$220.00	\$20,900
8	\$230.00	\$21,850
9	\$240.00	\$22,800

Access Cards: Landlord shall provide Tenant with up to 185 parking access cards or key fobs at a charge of \$25 for each access card at the issuance. Tenant agrees to pay for the replacement of any lost or stolen access card at a charge of \$25 for each replacement access card. If Tenant returns any access cards that are no longer active or malfunctioning during the Lease term, these may be re-programmed or replaced at no cost to the Tenant.

Tenant agrees that in the event that Tenant utilizes more than ninety-five (95) parking spaces on any single day, Tenant shall be subject to Landlord's standard parking charges for any vehicles exceeding ninety-five (95) vehicles for such day.

3. **Term; Termination.** Tenant shall have the use of the Parking Spaces from the Commencement Date until the earlier to occur of (i) thirty (30) days following receipt by Landlord of written notice from Tenant of Tenant's cancellation of the use of the Parking Spaces, or (ii) the expiration or termination of the lease, which is December 31, 2032, or (iii) the expiration or termination of the Tenant's option period pursuant to the lease, not to exceed December 31, 2034. Either party shall have the right to cancel the use of the Parking Spaces by written notice to either party.

4. **Repairs and Maintenance.** Landlord agrees to maintain the Premises for the duration of the term, at Landlord's sole cost and expense. Landlord's maintenance responsibility shall include, but not be limited to lighting (including lamps and tubes), sweeping, security, trash removal, and repair or replacement of car-stops, gates and fence, if applicable.

5. **Utilities.** Landlord agrees to pay when due all charges for the use of the sewer, effluent treatment (when and if imposed by any governmental authority), all water, electricity, lighting and other charges accruing or payable in connection with the Premises.

6. **Default.**

A. **Default by Tenant:** Tenant agrees that if default shall be made in any of the covenants or agreements herein contained on the part of the Tenant to be kept and performed which constitute a material breach of the Agreement, it shall be lawful for the Landlord to declare said term ended and to terminate this Agreement upon the giving of thirty (30) days written notice. In addition, thereto, Landlord shall have such other rights or remedies as may be provided by law. Landlord may not terminate the Agreement if Tenant cures the default within the thirty (30) day period

after the notice is given; 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 30-day period and thereafter diligently prosecutes such cure to completion.

- B. Default by Landlord: Landlord shall not be in default in the performance of any obligation required to be performed under this Agreement unless Landlord has failed to perform such obligation within thirty (30) days after the receipt of written notice of default from Tenant specifying in detail Landlord's failure to perform or within such shorter period of time as may be specified herein. Tenant may terminate this Agreement upon Landlord's default of any material obligation upon giving of thirty (30) days written notice of termination. In addition, thereto, Tenant shall have such other rights or remedies as may be provided by law. Tenant may not terminate the Agreement if Landlord cures the default within the thirty (30) day period after the notice is given. If Landlord or such person does not cure the default, Tenant may exercise any of its rights or remedies provided for or permitted in this Agreement or pursuant to law, including the right to recover any damages proximately caused by the default.

7. Applicable Laws. Tenant shall at all times comply with all applicable ordinances, rules, regulations, codes, laws, statutes and requirements of all federal, state, county and municipal governmental bodies or their subdivisions respecting Tenant's use of the Parking Facility.

8. Optional Operating Agreement. Landlord hereby reserves the right to enter into a management agreement or lease with another entity for the operation of the Parking Facility ("Operator"). In such event, Tenant, upon request of Landlord, shall enter into an agreement upon substantially the same terms hereunder with the Operator and pay the Operator the monthly charge established hereunder, and Landlord shall have no liability for claims arising through acts or omissions of the Operator is understood and agreed that the identity of the Operator may change from time to time during the Term. In connection therewith, any parking lease or agreement entered into between Tenant and any Operator shall be freely assignable by such Operator or any successors thereto.

9. Indemnification.

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

10. Insurance. Without limiting the Landlord's indemnification of Tenant and during the term of this Agreement, and until all of its obligations pursuant to this Agreement have been met,

Landlord shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Agreement. 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 Agreement. 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 Agreement.

Landlord Requirements: During the term of this Agreement, 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 its Agents as an additional insured, with limits of not less than:

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

- B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Tenant's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable. Any Tenant whose business includes auto garage, auto servicing or similar operations also shall endorse its policy to provide Garagekeeper's Liability coverage (written on ISO form CA 99 37 or its equivalent) with a limit of not less than \$400,000 for the Leased premises.

- C. 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 applicable to Tenant's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

- D. Commercial Property Insurance. Such coverage shall:

- Provide coverage for Tenant's property, and any improvements and betterments; 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.
- 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 Tenant and Landlord as their interests may appear and be utilized for repair and restoration of the Premises. Failure to use such insurance proceeds to timely repair and restore the Premises shall constitute a material breach of the Agreement.

11. General Provisions.

- A. Warranty of Authority. Each of the undersigned signatories for the Landlord hereby personally covenant, warrant and guarantee that each of them, jointly and severally, has the power and authority to execute this Agreement upon the terms and conditions stated herein and each agrees to indemnify and hold harmless the Tenant from all damages, costs, and expenses, which result from a breach of this material representation.
- B. Solicitation Of Consideration. It is improper for any County officer, employee or agent to solicit consideration, in any form, from a Landlord with the implication, suggestion or statement that the Landlord's provision of consideration may secure more favorable treatment for the Landlord in the award of the Agreement or that the Landlord's failure to provide such consideration may negatively affect the County's consideration of the Landlord's submission. A Landlord shall not offer to, or give either, directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the issuance of a Agreement.

Landlord shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the Landlord's submission being eliminated from consideration.

- C. County Lobbyist Ordinance. Landlord is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this Agreement.
- D. Binding on Successors. Each and all of the terms and agreements herein contained shall be binding upon and shall inure to the benefit of the successors in interest of the Landlord, and wherever the context permits or requires, the successors in interest to the Tenant.
- E. Entire Agreement. This Agreement contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both Landlord and Tenant.
- F. Enforcement. This Agreement may be enforced by any of the Parties. Enforcement of this Agreement may be by any proceeding in law or in equity against any person or persons or entity or entities violating or attempting to violate any of the provisions of this Agreement, and may seek to enjoin or prevent them from doing so, to cause any violation to be remedied and/or recover damages for any violation. The rights, powers, privileges and remedies of the Parties provided herein are cumulative and not exclusive of any right, power, privilege or remedy provided by law or in equity.
- G. Notices. All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be personally delivered by

courier or overnight delivery service or mailed, certified or registered mail, return receipt requested, to the Parties at the following addresses:

If to Tenant:

County of Los Angeles
Chief Executive Office-Real Estate Division
320 West Temple St, 7th Floor
Los Angeles, California 90012
Attention: Senior Manager

If to Landlord:

System Property Dev. Co. Inc.
14724 Ventura Blvd. #700
Sherman Oaks, CA 91403

Personally and courier delivered notices shall be deemed given upon actual personal delivery to designated address of the intended recipient. Mailed notices shall be deemed given upon the date of actual receipt as evidenced by the return receipt. Any address for notice may be changed from time to time by written notice to the other Parties.

- H. Waivers. No provision herein may be waived unless in writing and signed by the Party or Parties whose rights are thereby waived. No waiver by a Party of any one provision in this Agreement shall be deemed a waiver of any other provision herein at the same or any other time. Any delay in providing any Party with any notice of a breach or default of this Agreement shall not constitute a waiver of any such breach or default.
- I. Severability. The provisions of this Agreement are contractual, and not mere recitals, and shall be considered severable, so that if any provision or part of this Agreement shall at any time be held invalid, illegal or unenforceable, that provision or part thereof shall remain in force and effect to the extent allowed by law, and all other provisions of this Agreement shall remain in full force and effect, and be enforceable; provided, however, that the foregoing shall not apply if the invalid, illegal or unenforceable provision provided a material portion of the consideration to a Party with respect to its entry into this Agreement.
- J. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and assigns.
- K. No Presumption re Drafter. The Parties acknowledge and agree that the provisions of this Agreement have been negotiated and discussed between the Parties and their attorneys, and this Agreement reflect their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

- L. No Partnership or Other Special Relationship. Nothing in this Agreement is intended to or does establish the Parties as partners, joint venturers, or principal and agent with one another.
- M. Exhibits. All Exhibits attached hereto are incorporated herein by this reference and made a part of this Agreement.
- N. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California, except for its choice of law provisions. Jurisdiction and venue is proper only in a state or federal court located in Los Angeles County, California.
- O. Counterparts; Electronic Signatures. This Agreement and any other document necessary for the consummation of the transaction contemplated by this Agreement 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 Agreement 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 Agreement 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 Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement 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.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

LANDLORD:

SYSTEM PROPERTY DEVELOPMENT COMPANY, INC, a California corporation

By: Jeff Griswold
Name: Jeff Griswold
Title: Chief Operating Officer

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

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: Roberto Saldaña
Senior Deputy

EXHIBIT A

SITE PLAN



BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	8/13/2025		
BOARD MEETING DATE	9/2/2025		
SUPERVISORIAL DISTRICT AFFECTED	☒ All ☐ 1 st ☐ 2 nd ☐ 3 rd ☐ 4 th ☐ 5 th		
DEPARTMENT(S)	INTERNAL SERVICES		
SUBJECT	Request Approval to Accept Sponsorship Donations and In Kind Support For Future Green Leaders Summits Up to \$75,000 Annually		
PROGRAM	SoCalREN		
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	This year's event will be held November 12, 2025.		
COST & FUNDING	Total cost: \$ NA	Funding source: The cost of the event is covered by SoCalREN, which is funded by the CPUC/utility ratepayers. Sponsorships will help offset costs.	
	TERMS (if applicable): NA		
	Explanation:		
PURPOSE OF REQUEST	Authorize ISD to accept sponsorships and in-kind donations up to \$75,000 annually from 2025 through 2031, subject to County budgetary guidelines and practices, to fund the Future Green Leaders Summit (FGLS) and allow the event to be free for participating middle school students.		
BACKGROUND (include internal/external issues that may exist including any related motions)	The FGLS is hosted by ISD through its SoCalREN program. The event is delivered in consultation with the County's Department of Economic Opportunity (DEO) and also supported by local government, private industry, and educational institutions, offering a no-cost immersive experience for middle school students interested in green career pathways. ISD will be hosting the third annual FGLS on November 12, 2025. This annual event seeks sponsorships to offset costs for this year and for Summits held in future years, through 2031.		
EQUITY INDEX OR LENS WAS UTILIZED	☒ Yes ☐ No If Yes, please explain how: This event invites Title 1 students—many from low-income households—to take part in an inspiring program designed to expand access and opportunity.		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☒ Yes ☐ No If Yes, please state which one(s) and explain how: The FGLS supports at least three of the nine Board priorities: Sustainability, Environmental Justice and Climate Health, and poverty alleviation. This annual event sparks big dreams in Title 1 students by connecting environmental learning, especially renewable energy, with real-world impact and future careers.		
DEPARTMENTAL CONTACTS	Minh Le, General Manager of Energy & Environmental Service, msle@isd.lacounty.gov		



MICHAEL OWH
Director

County of Los Angeles **INTERNAL SERVICES DEPARTMENT**

1100 North Eastern Avenue
Los Angeles, California 90063

Speed. Reliability. Value.

Telephone: (323) 267-2101
FAX: (323) 264-7135

September 2, 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:

**REQUEST FOR APPROVAL TO ACCEPT SPONSORSHIP DONATIONS AND
IN KIND SUPPORT FOR FUTURE GREEN LEADERS SUMMITS UP TO \$75,000
ANNUALLY
(ALL SUPERVISORIAL DISTRICTS – 3 VOTES)**

SUBJECT

The Internal Services Department (ISD) requests approval to accept donations from its Southern California Regional Energy Network (SoCalREN) program to support its annual event, The Future Green Leaders Summit.

IT IS RECOMMENDED THAT YOUR BOARD:

Authorize ISD to accept donations up to \$75,000 from 2025 through 2031, annually, to fund the cost of its Future Green Leaders Summit (FGLS) events, subject to County budgetary guidelines and practices, in order to benefit middle school students by helping reduce the overall cost of these FGLS events.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will allow ISD to formally seek donations (sponsorships) to organize and support the FGLS, a conference for middle school students to educate and inspire them to consider future employment in the green economy. Sponsorships will be used to cover event-related costs, allowing the event to be free for students and participating schools.

FUTURE GREEN LEADERS SUMMIT

The FGLS is hosted by ISD through its SoCalREN program. The event is delivered in consultation with the County's Department of Economic Opportunity (DEO) and also supported by local government, private industry, and educational institutions, offering a no-cost immersive experience for middle school students interested in green career pathways.

As part of the County's Workforce Education and Training programs, ISD will be hosting the third annual FGLS on November 12, 2025. This annual event seeks sponsorships to offset costs for this year and for Summits held in future years, through 2031.

The FGLS targets middle school students in low-income, hard to reach, and disadvantaged communities from Title 1 schools. The goal is to introduce them to green career pathways in sustainability and clean energy. The FGLS will feature exhibition booths, speakers, and workshops, with hands-on activities and discussions about energy sector careers. We anticipate welcoming between 400-500 Middle school (6th-8th grade) this year, with similar attendance expected in subsequent years. The FGLS aims to provide a dynamic and inspiring experience that sparks curiosity and broaden awareness of green careers.

Program data shows that students entering high school often have fixed career interests due to early exposure, limited mentorship, and a lack of relevant curricula. The FGLS directly addresses these gaps by connecting youth with industry mentors, showcasing career pathways in the green economy, and providing hands-on learning opportunities. By engaging students early, FGLS supports the development of a diverse, future-ready workforce that will help drive the State's clean transportation goals and reduce greenhouse gas emissions.

It is recommended that the County continue to strengthen its commitment to workforce training and education by supporting the FGLS on November 12, 2025, and in future years. By doing so, the County will help engage, expose, and challenge students to explore future career opportunities within the Energy/Green Sector of the economy.

Implementation of Strategic Plan Goals

The recommended action supports the County's Strategic Plan, North Star 2 (Foster Vibrant and Resilient Communities), specifically Focus Area Goal D. Sustainability: OurCounty: The Los Angeles Countywide Sustainability Plan highlights that "preparing

the workforce for transition is prioritizing the education of younger populations in career paths in a green economy, from renewable energy to ecosystem restoration.” To meet this need for a skilled workforce in the State’s growing clean energy field, we have a responsibility to help make LA County youth more capable and marketable by high school graduation. Specifically, the FGLS contributes to the County’s sustainability plan goals of resilient and healthy communities (Goal 1) and supporting the transition to a green economy (Goal 4).

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund or to net County costs because all program activities will utilize funding awarded from the California Public Utilities Commission and from sponsorships for this event.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to the County’s Fiscal Manual, Chapter 16 (Departmental Foundations/Support Groups), ISD will account for and report all County costs associated with supporting the event, monitor activities and spending to ensure alignment with public interest and County benefit, and report the event in the Department’s annual donation report.

CONTRACTING PROCESS

ISD released a competitive solicitation under its Energy Support Services Master Agreement to acquire services to organize the annual FGLS. As a result of the competitive solicitation and after the evaluation process, the United States Green Building Council Los Angeles Chapter was awarded to provide the event services, including support for overall coordination and organization of workforce education & training events that could serve the greater good of the green economy.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The FGLS, hosted by ISD through its SoCALREN program, is an integral part of the County’s commitment to workforce, education, and training. It supports the County, the Southern California Region, and the State in achieving important public goals – such as generating substantial, sustainable, and measurable energy savings; creating, green jobs; and promoting long-term economic stimulus.

CONCLUSION

Upon approval by the Board, it is requested that the Executive Officer, Board of Supervisors, return one stamped copy of the approved Board Letter to ISD.

Respectfully submitted,

MICHAEL OWH
Director

MO:QH:ML:TC:ea

c: Chief Executive Officer
County Counsel

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	8/13/2025	
BOARD MEETING DATE	9/2/2025	
SUPERVISORIAL DISTRICT AFFECTED	☒ All ☐ 1 st ☐ 2 nd ☐ 3 rd ☐ 4 th ☐ 5 th	
DEPARTMENT(S)	Internal Services Department (ISD)	
SUBJECT	Authorize the ISD to Waive the 180-Day Waiting Period to Rehire a Retiree	
PROGRAM	N/A	
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	As soon as possible, as the ISD is finalizing the Countywide e-Procurement contract with the highest ranked vendor, identified through the County's solicitation process, to design and implement a modern end-to-end e-Procurement system.	
COST & FUNDING	Total cost: Not to exceed \$76.31 per hour for a maximum of 960 hours per fiscal year.	Funding source: The position will be funded by interdepartmental billing through ISD's Purchasing fee methodology.
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	To request the Board's approval to waive the 180-day break in service requirement and reinstate retired employee, Brian Bailey, as a 120-day retiree where he will continue to function as ISD's lead programmer over eCAPS – Procurement and the Countywide eCAPS Procurement Help Desk and serve as a vital member of the ISD - e-Procurement Transformation Team.	
BACKGROUND (include internal/external issues that may exist including any related motions)	Mr. Bailey is the ISD's lead programmer of the eCAPS – Procurement and Countywide eCAPS Procurement Help Desk. As team lead, he has provided functional and technical guidance as well as systems implementation and support to end-users of the County, including Central and Countywide departmental purchasing operations for the acquisition of more than \$2 billion per year in goods and services.	
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: Christie Carr, Contracts Division Manager ; (323) 267-3101; CCarr@isd.lacounty.gov	



MICHAEL OWH
Director

County of Los Angeles **INTERNAL SERVICES DEPARTMENT**

1100 North Eastern Avenue
Los Angeles, California 90063

Telephone: (323) 267-2101
FAX: (323) 264-7135

Speed. Reliability. Value.

September 2, 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:

**AUTHORIZE INTERNAL SERVICES DEPARTMENT TO EMPLOY A RETIRED
COUNTY EMPLOYEE ON A TEMPORARY BASIS AND GRANT AN EXCEPTION TO
THE 180-DAY WAITING PERIOD REQUIRED UNDER THE CALIFORNIA PUBLIC
EMPLOYEE'S PENSION REFORM ACT
(ALL SUPERVISORIAL DISTRICTS - 3 VOTES)**

SUBJECT

The Los Angeles County (County) Internal Services Department (ISD) is requesting the Board of Supervisor's (Board) approval to grant an exception to the 180-day waiting period required under the California Public Employee's Pension Reform Act of 2013 (PEPRA), before reinstating a retired County employee as 120-day rehired retiree. ISD affirms that this retiree is highly skilled and the services they will be providing are critical.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Waive the 180-day break in service requirement and reinstate retired County employee, Brian Bailey, on a 120-day, part-time, temporary assignment as a Principal Application Developer (Item #2526) within ISD's Purchasing & Contract Service.
2. Approve ISD's request for Mr. Bailey to receive compensation at the rate of \$76.31 per hour, for up to 960 work hours within a fiscal year, upon the Board's approval of his temporary reinstatement to Principal Application Developer.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Prior to his retirement, Mr. Bailey was ISD's Purchasing and Contract Services lead for the Electronic Countywide Accounting and Purchasing System (eCAPs) function team and subsequently a key member for the Auditor-Controller's CGI Enterprise Resource Planning (ERP) upgrade to 4.x for all procurement-related items. Simultaneously, ISD is finalizing the Countywide e-Procurement contract with the highest ranked vendor that has been identified, through the County's solicitation process, to design and implement a modern end-to-end e-Procurement system (also known as a strategic sourcing or procure to pay suite), which will replace the County's current enterprise legacy system, enterprise automated procurement system (eCAPS – Procurement).

This new e-Procurement system will support both Countywide contracting and procurement. It will be the technical component of a broader strategy by the County to transform procurement through the optimal alignment of people, process, and technology that will (1) motivate and empower both County users and vendors to achieve heightened value from the County's enterprise procurement systems, and (2) will advance the coalesce of the governance and operational landscape for purchasing and contracting into a singularity representing all Countywide procurement.

The comprehensive web-based strategic sourcing and e-Procurement system will promote procurement transformation goals that are intended to:

- Increase efficiency and reduce cycle times and transaction costs by streamlining, automating, and standardizing procurement processes.
- Improve the consistency, quality, and availability of relevant information to support Countywide procurement planning and decision making.
- Improve flexibility for the County to efficiently modify workflows, business rules, user permissions, to adapt to frequent changes in laws, policies, and procedures.
- Expand and modernize available tools and resources to incorporate best practices related to the County's procurement business operations, including, but not limited to, vendor management, contract administration, collaborative contracting and purchasing, and strategic sourcing.

For over 15 years, Mr. Bailey served in a specialized capacity as the programming lead, providing technical guidance and direction to a team of application developers responsible for supporting and maintaining eCAPS – Procurement and the Countywide eCAPS Procurement Help Desk. Customers of eCAPS – Procurement include ISD's Central Purchasing and departmental purchasing operations across the County, encompassing receiving and invoicing functions. These operations facilitate the acquisition of approximately \$2 billion in goods and services for more than 38 County departments.

As a retiree, Mr. Bailey will serve as a key member of the ISD e-Procurement Transformation Team tasked with the alignment of future state procurement, as well as continuing to serve as lead programmer over eCAPS – Procurement, the CGI 4.x upgrade regarding procurement, and provide ongoing support of eCAPS Procurement Help Desk functions. This role includes system modification and infrastructure support, enhancements, and maintenance of documentation required as a part of the service continuity. In addition, he will support the Countywide e-Procurement implementation and subsequent integration of the new Software as a Service (SaaS) into the upgraded CGI 4.x ERP system. Mr. Bailey's historical knowledge of the County's eCAPS – Procurement and eCAPS Procurement Help Desk functions are vital to the successful implementation and transformation of the County's procurement system.

The request to waive the 180-day break in service requirement will provide ISD with the technical resource it needs to partake and maintain a critical system used by County departments and the vendor community.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County's Strategic Plan Goal North Star 3, Focus Area Goals D: Streamlined and Equitable Contracting and Procurement and E: Data-Driven Decision Making.

FISCAL IMPACT/FINANCING

ISD will utilize a current budgeted vacancy to fund the requested rehired retiree.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended action is consistent with PEPRA, which allows a person who retires from the County to serve without rescinding retirement or loss or interruption of benefits provided by the retirement system, before a period of 180-days, following the date of retirement, as long as the Board certifies the position is critically needed and the retired person is the only individual with the knowledge, skills and expertise required to perform work of a limited duration.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this request will provide ISD with the technical expert it needs to participate in the design, architecture, and implementation of the County's new e-Procurement system.

Respectfully submitted,

MICHAEL OWH
Director

MO:QH:LG:MC:ct

c: Executive Office, Board of Supervisors
 Chief Executive Office
 County Counsel
 Auditor-Controller
 Human Resources
 Los Angeles County Employees Retirement Association (LACERA)

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	8/13/2025		
BOARD MEETING DATE	9/2/2025		
SUPERVISORIAL DISTRICT AFFECTED	☒ All ☐ 1 st ☐ 2 nd ☐ 3 rd ☐ 4 th ☐ 5 th		
DEPARTMENT(S)	Executive Office of the Board of Supervisors		
SUBJECT	Authorize the Executive Office (EO) to adopt a streamlined contracting process to create a Consulting and Professional Services Master Agreement (CAPSMA) that will competitively and expeditiously solicit for a variety of consulting and professional services to support EO operations.		
PROGRAM	N/A		
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:		Funding source:
	\$0		
	TERMS (if applicable):		
	Explanation: The recommended action has no fiscal impact.		
PURPOSE OF REQUEST	Contracting in the recommended manner will allow the EO to better operate in an environment that is subject to time-sensitive demands. In addition, the EO believes that this solicitation process will be more attractive to vendors, as it presents an opportunity to compete for actual work rather than a Master Agreement for potential unknown future work.		
BACKGROUND (include internal/external issues that may exist including any related motions)	The EO examined ways to reduce contracting timelines, solicitation document size, and vendor barriers and to make the process more expedient and efficient for both the County and potential vendors Contracting in the recommended manner will allow the EO to better operate in an environment that is subject to time-sensitive demands. In addition, the EO believes that this solicitation process will be more attractive to vendors, as it presents an opportunity to compete for actual work rather than a Master Agreement for potential unknown future work.		
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☒ No If Yes, please explain how: N/A		
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: Angel Ortega, Dept. Finance Mgr., (213) 974-2787, AOrtega@bos.lacounty.gov		

EXECUTIVE OFFICE



BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

EDWARD YEN
EXECUTIVE OFFICER

COUNTY OF LOS ANGELES
EXECUTIVE OFFICE
BOARD OF SUPERVISORS

KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 383
LOS ANGELES, CALIFORNIA 90012
(213) 974-1411 • www.bos.lacounty.gov

MEMBERS OF THE BOARD

HILDA L. SOLIS

HOLLY J. MITCHELL

LINDSEY P. HORVATH

JANICE HAHN

KATHRYN BARGER

September 2, 2025

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

Dear Supervisors:

**AUTHORIZE THE EXECUTIVE OFFICE OF THE BOARD OF SUPERVISORS
TO ADOPT A STREAMLINED SOLICITATION PROCESS FOR A CONSULTING
AND PROFESSIONAL SERVICES MASTER AGREEMENT
FOR EXECUTIVE OFFICE CONTRACT NEEDS
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

Authorize the Executive Office (EO) to adopt a streamlined contracting process to create a Consulting and Professional Services Master Agreement (CAPSMA) that will competitively and expeditiously solicit for a variety of consulting and professional services to support EO operations.

IT IS RECOMMENDED THAT THE BOARD:

Authorize the Executive Officer of the Board of Supervisors to implement a streamlined competitive solicitation process using the Request for Qualifications (RFQ) and Request for Services (RFS) process shown in Attachment 1 and the solicitation document templates in Attachment 2 for future EO solicitations for consulting and professional services and return to the Board of Supervisors (Board) for approval of any CAPSMA and Work Order (WO) awards prior to execution of said documents.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Background

The EO performs a multi-functional support role for the Board in administering and managing technology, staffing, procurement and facilities resources, as well as the publication of information for the Board, various County departments and the public. The EO also administers and oversees the Office of Inspector General, County Chief Sustainability Office and a variety of County commissions such as the Sheriff's Civilian Oversight Commission, Office of Child Protection and the County Equity Oversight Panel. EO frequently contracts for a variety of consulting and professional services to support the Board, commissions, and oversight bodies.

Established County contracting processes tend to be lengthy with little consideration given to challenges that vendors face in responding to County solicitations. The Internal Services Department (ISD) provides contracting guidance to County departments and has issued model solicitation documents, which now includes the traditional Request for Statement of Qualifications (RFSQ), Request for Proposals (RFP), and Invitation for Bids (IFB). Over the past decade, the Board has adopted motions to improve and streamline contracting processes for both County departments and contractors. However, we believe these processes and current solicitation documents can be further streamlined.

The EO examined ways to reduce contracting timelines, solicitation document size, and vendor barriers to make the process more expedient and efficient for both the County and potential vendors. The EO is recommending a process that will enable execution of Master Agreements and WO within a shorter timeframe than using the ISD RFSQ model solicitation document. RFSQs are limited to building a pool of vendors based on broad categories to address unknown future needs and provide no guarantee of work to the qualified vendor pool while imposing administrative burdens on both the County department and vendors.

Contracting in the recommended manner will allow the EO to better operate in an environment that is subject to time-sensitive demands. In addition, the EO believes that this solicitation process will be more attractive to vendors, as it presents an opportunity to compete for actual work rather than a Master Agreement for potential unknown future work.

For the EO to meet strategic priorities, including high priority projects related to the Board's strategic goals and initiatives, timely access is needed to appropriate experts and consultants for the diverse projects anticipated in the future. The EO has in the past used Chief Executive Office (CEO) Delegated Authority Agreements, CEO Strategic Planning and Process Improvement Master Agreements, other department master agreements, and sole source purchase orders. None of these contracting vehicles are ideal for the EO's needs and often have limitations that prevent EO from obtaining the most appropriate contractors for specific projects. The need for consultants, particularly in the EO, has increased due to the implementation of new programs and Board directives. CAPSMA is an alternative contracting solution designed to provide maximum flexibility and nimbleness in soliciting and selecting contractors for consulting and professional services as well as building a pool of pre-qualified contractors for future projects.

Recommendation

Approval of the recommendation will authorize the EO to conduct the expedited CAPSMA process as an alternative to the County's established RFSQ process. County Counsel has advised that the Board's approval should be obtained before EO uses an approach that differs from the current ISD guidance. The EO will return to the Board this fall to request approval of delegated authority to award CAPSMAs and WOs from the solicitations via RFQ and RFS. Initial solicitations will be to obtain policy and research firms, as well as grant writers, for the Chief Sustainability Office and consultants for implementation of Measure G. The EO discussed the CAPSMA approach with ISD and offered to share the RFQ and RFQ templates, workflow process, training documents, and lessons learned with ISD for potential roll out to County departments. ISD expressed interest in the EO's expedited and streamlined process.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommendations are consistent with the principles of the Countywide Strategic Plan: North Star 3: Realize tomorrow's government today: The increasingly dynamic and complex environment challenges our collective abilities to respond to public needs and expectations. LA County is an innovative, flexible, effective, and transparent partner focused on advancing the common good and being fiscally responsible.

FISCAL IMPACT/FINANCING

The recommended action has no fiscal impact.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The anticipated services provided under the CAPSMA are highly technical and specialized and cannot be provided by County staff. Further, these services are only needed on an intermittent or as-needed basis. Therefore, CAPSMA is exempt from Proposition A (Los Angeles County Code Chapter 2.121) and not subject to the Living Wage Program (Los Angeles County Code Chapter 2.201).

The CAPSMA process will comply with all County contracting policies and regulations. CAPSMA includes all Board required provisions. County Counsel has approved the CAPSMA as to form.

CONTRACTING PROCESS

The EO's recommended process will conduct solicitations based on targeted needs and establish lists of qualified contractors using specific projects. As new projects are identified, the EO will issue a RFQ and RFS (collectively, solicitation) to both qualify contractors and award a WO. These solicitations will be available on the Doing Business with Us Website and

advertised in a range of media to ensure the broadest exposure of the contracting opportunities to potential vendors.

Interested vendors may submit responses to the RFQ and RFS. Responses are submitted via fill-in forms and emailed with attachments to a central EO email box. EO reviewers/evaluators will use the vendors' electronic responses and electronic review/evaluation documents.

The solicitation will be designed to result in two possible outcomes, on a case-by-case basis. Where the services or project are known and defined, the solicitation will contain the specific service descriptions and qualifications that are required to receive a WO. Such solicitations may result in award of a CAPSMA and WO with the selected vendor(s). Vendors who were qualified but not selected for a WO will be offered a CAPSMA. Where the services are broader and more generic in nature, the solicitation will be used to award CAPSMA and WOs to establish a pool of qualified vendors for future work.

The proposed CAPSMA solicitation process is not only easy to understand, but it also uses technology making it easier for vendors to respond and easier for the evaluators to rate, thus shortening the timeframe to execute Master Agreements and WOs. The CAPSMA approach is similar to that used for the Department of Health Services (DHS) Equipment Maintenance and Repair Services (EMARS) Master Agreement and Healthcare Ancillary Services Master Agreement (HASMA) and Professional and Technical Services Master Agreement (PATsMA) that were approved by the Board on June 6, 2018, June 4, 2019, and January 21, 2020, respectively.

In furtherance of the streamlining efforts mentioned above, the EO's interpretation and application of certain Board solicitation policies will better address the nature of the services being solicited and the unique solicitation methodology. With respect to Board Policy 5.055 – Protest Policy, the RFQ follows the standard County guidelines that are in RFSQs rather than RFPs. This includes the solicitation requirements review and disqualification review. The ISD model RFSQ doesn't include a work order solicitation template or any further protest rights. In the spirit of the Board policy, the CAPSMA RFS includes the solicitation requirements review, disqualification review, debriefing, and a protest process for vendors to seek formal review of their non-selection.

The EO also desires to make CAPSMA more accessible to smaller vendors and non-profits by setting up a restricted or limited tier eligibility for organizations unable to submit three years of audited financial statements. This is in response a recommendation in the CEO's final report back to the Board on the Equity in County Contracting Motion, dated June 30, 2022. Vendors that submit three years of audited financial statements are potentially eligible to apply for RFS WO over \$75,000. Vendors that are unable to submit audited financial statements can submit a RFQ response to a series of financial questions that include any history of tax delinquencies (federal, state, or local), description of their accounting system and internal controls and apply for RFS work orders up to \$75,000 if the RFQ response is approved by the County. This will make the CAPSMA more accessible to smaller vendors and non-profits while providing

The Honorable Board of Supervisors
September 2, 2025
Page 5

sufficient risk mitigation by limiting WOs using the two-tier financial process. Contractors who successfully completed WOs under \$75,000 may have the ability to respond to future larger dollar value RFS.

IMPACT ON CURRENT SERVICES OR PROJECTS

Approval of the recommended action will enable the EO to implement the CAPSMA process, subject to returning for Board approval of CAPSMA and WO awards to specific vendors.

Respectfully Submitted,

Edward Yen
Executive Officer
Board of Supervisors

EY:KH:CD

Attachments (2)

c: Chief Executive Office
County Counsel
Internal Services Department

CONSULTING AND PROFESSIONAL SERVICES MASTER AGREEMENT (CAPSMA)

Solicitation		Results
Request for Qualifications (RFQ)	+ Request for Services (RFS)	
• Introduction and background • Instructions for preparing and submitting RFQ Response • Required forms • Vendor financial disclosures • Tiered option for Vendors without audited financials • Vendor References • Required County disclosures/certifications • Pass/Fail response review and selection criteria • Debriefing and appeals process for non-selected respondents • RFQ includes the non-negotiable Master Agreement	• Introduction and background • Scope of services requested • Instructions for preparing and submitting Response • Response evaluation and selection criteria specified • Options to use Informed Averaging or lowest bid • Debriefing and appeals process for non-selected respondents	Path One • RFQ and paired RFS used to select a single Vendor for a specific project • All vendors whose RFQ and RFS responses qualified but were not selected for the project will be offered a CAPSMA (no funds involved) • Vendors with current CAPSMA need only respond to an RFS • Vendor selected from the RFS process will be offered a CAPSMA and a WO for the RFS specific project (WO results in funding) Path Two • RFQ and paired RFS used to select multiple qualified Vendors for a specific category of services • All Vendors whose RFQ and RFS Responses are selected will be offered a CAPSMA and an as-needed WO for services with set pricing (no funds involved) • Vendors with current CAPSMA need only respond to an RFS
1. RFQ Response Review Process	2. RFS Response Review Process (if Vendor passes RFQ response review)	
<i>Phase One – Pass/Fail</i> • Timely receipt of RFQ Response • Meets RFQ minimum requirements • Validation of respondent's business status in applicable databases (cheat sheet available) and determination of Vendor's responsibility • Verification of Vendor's references for the firm • Review of financial statements (acceptable/not acceptable)	<i>Phase One – Pass/Fail</i> • Timely receipt of RFS Response • Meets RFS minimum requirements • Verification of references for service provision • Review of Auditor's Database and CARD • Determination of Vendor responsibility <i>Phase Two – Lowest Bid Option (if specified in RFS)</i> • Apply preferences if requested • Determine lowest bid Or	

CONSULTING AND PROFESSIONAL SERVICES MASTER AGREEMENT (CAPSMA)

	<i>Phase Two – Evaluation of Written Material (if specified in RFS)</i> • Select score for each rating assessment • Initially completed by individual evaluation committee members who subsequently convene for an informing session where members have option to change their score(s) • Final scores recorded, Informed Averaging process applied, and response ranking determined • Option to obtain additional information and/or conduct interviews to determine final ranking recommendations	• When a specific project or need arises, Executive Office (EO) will canvas or directly order services from CAPSMA contractors.

ATTACHMENT 2

REQUEST FOR QUALIFICATIONS AND REQUEST FOR SERVICES TEMPLATES



**LOS ANGELES COUNTY
EXECUTIVE OFFICE OF THE BOARD
OF SUPERVISORS**

**REQUEST FOR QUALIFICATIONS
FOR A
CONSULTING AND PROFESSIONAL
SERVICES MASTER AGREEMENT (CAPSMA)**

SEPTEMBER 2025

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
1.0 GENERAL INFORMATION	1
1.1 Purpose.....	1
1.2 Background	1
1.3 Overview of Solicitation Process.....	1
1.4 CAPSMA	2
1.5 Special Provisions	3
1.6 Minimum Qualifications	4
1.7 County Option to Reject Responses	4
1.8 Contact With County Personnel.....	4
2.0 INSTRUCTIONS TO VENDORS	4
2.1 County Responsibilities.....	4
2.2 Truth and Accuracy of Representations	4
2.3 Mandatory Requirement to Register on County's WebVen	5
2.4 General Format and Submission Requirements	5
3.0 RESPONSE REVIEW/ACCEPTANCE PROCESS.....	7
3.1 Response Acceptance Process	7
3.2 CAPSMA Qualification Process	8
4.0 GENERAL CONDITIONS	8
4.1 County's Rights and Responsibilities	8
4.2 Conflict of Interest	8
4.3 Prohibition from Participation in Future Solicitations	8
4.4 Gratuities	9
4.5 Notice to Vendors Regarding the Public Records Act.....	9
4.6 Determination of Vendor Responsibilities	10
4.7 Disqualification Review for a CAPSMA	11

TABLE OF CONTENTS

APPENDICES

APPENDIX A: MASTER AGREEMENT

APPENDIX B: REQUIRED FORMS

1.0 GENERAL INFORMATION

1.1 Purpose

The County of Los Angeles (County) Executive Office (EO) of the Board of Supervisors is seeking qualified agencies, firms, individuals, or principals, collectively known as “Vendors”, to enter into Master Agreements with the County to provide an array of Consulting and Professional Services (CAPS).

1.2 Background

The EO performs a multi-functional support role for the Board of Supervisors (Board) in administering and managing technology, staffing, procurement and facilities resources, as well as the publication of information for the Board, various County departments and the public. The EO also administers and oversees the Office of Inspector General, County Chief Sustainability Office and a variety of County commissions such as the Sheriff’s Civilian Oversight Commission, Office of Child Protection and the County Equity Oversight Panel. To provide support for the Board, commissions, and oversight bodies, EO frequently contracts for a wide range of consulting and technical services. Implementation of CAPSMA will enable the EO to expediently obtain as-needed consulting and technical services.

1.3 Overview of Solicitation Process

The process for the award of Work Orders for CAPS is designed to provide EO with maximum flexibility and nimbleness in soliciting for CAPS and building a pool of qualified Vendors for future projects. In furtherance of these goals, EO may undertake different paths for soliciting CAPS. Any path used will comply with the California Government Code and County rules, policies, and directives relating to contracting.

1.3.1 Request for Qualifications with an Accompanying Request for Services

The primary path for qualifying Vendors will be the issuance of a Request for Qualifications (RFQ) with an accompanying Request for Services (RFS) (collectively, Solicitation). Interested Vendors may submit Responses to the RFQ and RFS. This will enable EO to select one or more qualified Vendors for CAPS. A Solicitation will be designed to result in two possible outcomes, on a case-by-case basis.

1.3.1.1 Where the CAPS are known and defined, a Solicitation will contain the specific service descriptions and qualifications that will be required if a Work Order for such CAPS is awarded. Such Solicitations may result in award of a Master

Agreement and Work Order with the selected Vendor(s).

1.3.1.2 Where the CAPS are broader and more generic in nature, a Solicitation will be used to award Master Agreements and Work Orders to establish a pool of qualified Vendors for future work.

1.3.2 RFS

The RFS will include the required Services, minimum requirements, Response submission requirements, Response evaluation methodology, and, if applicable, the selection criteria for a Work Order as described in Section 1.3.1 above.

1.3.3 Master Agreement

A CAPS Master Agreement (will be executed with **all Vendors** determined to be qualified based on their Response to the applicable Solicitation (Qualified Contractors). The execution of a CAPSMA does not guarantee any funding or minimum amount of work or business.

1.3.4 Work Order

A Work Order is a subordinate agreement executed wholly within and subject to the provisions of the CAPSMA and will include a Statement of Work and will describe the Services, location, duration, payment, and the work required for the performance thereof. The only compensation paid to Qualified Contractors under CAPSMA shall be through satisfactory work performed under a duly issued and executed Work Order.

1.4 CAPSMA

1.4.1 Acceptance of Terms and Conditions of the

Vendors understand and agree that submission of a RFQ Response constitutes acknowledgement and acceptance of, and willingness to comply with all terms and conditions outlined in Appendix A – Master Agreement, of this RFQ. The terms contained in the CAPSMA are **non-negotiable**. The CAPSMA may be amended, at County's sole discretion, during its term to accommodate changes in the County contracting policies and procedures.

1.4.2 CAPSMA Term

The term of the CAPSMA shall go into effect upon the date of execution by the Executive Officer, or designee, as authorized by the Board, and

shall expire on [insert date].

The term of the CAPSMA shall be subject to one (1) additional one- year extension periods. The optional period will be exercised at the sole discretion of the Executive Officer, or designee, as authorized by the Board.

1.5 CAPSMA Provisions

While the core provisions of the CAPSMA apply universally, certain work-specific requirements may be amended on a Work Order basis to reflect the unique needs of that engagement. Any such amendments will be clearly detailed in the associated RFS. Vendors should carefully review these amendments and only respond if they are able to meet the specified criteria. It is the Vendor's responsibility to ensure they can comply with both the standard CAPSMA terms and any additional work-specific modifications. These variations are intended to address project-specific needs and are not to be construed as arbitrary changes to limit Vendor eligibility.

1.6 Minimum Qualifications

Vendor must meet the Minimum Requirements as indicated in the applicable RFS.

1.7 County Option to Reject Responses

County may, at its sole discretion, reject any or all Responses submitted in response to any Solicitation at any time, with or without cause. **County shall not be liable for any costs incurred by Vendor in connection with the preparation and submission of any Response.** County reserves the right to waive immaterial deviations in a submitted Response.

1.8 Contact with County Personnel

All contact, including any questions regarding this RFQ, must be in writing and sent to the e-mail address listed below:

CAPSMA Administrator
CAPSMA@bos.lacounty.gov

2.0 INSTRUCTIONS TO VENDORS

This Section contains instructions to Vendors on how to prepare and submit its Response to this RFQ.

2.1 County Responsibility

County is not responsible for representations made by any of its officers or employees prior to the execution of the CAPSMA unless such understanding or representation is included in the CAPSMA.

2.2 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with any Response shall be sufficient cause for rejection of the Response. The review and determination in this area shall be at the sole judgment of the EO and his/her judgment shall be final. A Contractor who is disqualified pursuant to this Section 2.2 may be debarred from working with the County.

2.3 Mandatory Requirement to Register on County's WebVen

All potential Contractors must register in the County's WebVen. The WebVen contains the Vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the County's home page at <http://camisvr.co.la.ca.us/webven/>.

2.4 General Format and Submission Requirements

2.4.1 Submission

Vendor shall submit the following Response package to the email address listed in Section 1.8 (Contact with County Personnel):

1. One (1) Response to this RFQ in PDF format; and
2. One (1) Response in accordance with the applicable open RFS. The RFS is available on the (insert website)

2.4.2 Requested Information

The content and sequence of the RFQ Response must be as follows:

A. Required Forms

Vendor shall complete and submit the following Required Forms from Appendix B:

Exhibit 1: Vendor's Organization Questionnaire/Affidavit. The County may, in its discretion, request additional documentation regarding the Vendor's business organization and authority of individuals to sign Agreements. The person signing this form must

be authorized to sign on behalf of the Vendor and to bind the Vendor in a Master Agreement.

Exhibit 2: Certification of Compliance

Exhibit 3: Debarment History and List of Terminated Contracts

Exhibit 4: Community Business Enterprise (CBE) Information

Exhibit 5: Minimum Mandatory Requirements

Exhibit 6: List of References

Exhibit 7: Contribution and Agent Declaration Form

Exhibit 8: Declaration

B. Financial Capability

Provide copies of the Vendor's most current and prior two (2) years (for example 2024, 2023 and 2022) audited financial statements. Statements should include the company's assets, liabilities and net worth. At a minimum, include the Balance Sheet (Statement of Financial Positions), Income Statement (Statement of Operations), and the Retained Earnings Statement. Do not submit Income Tax Returns to meet this requirement. Financial statements will be kept confidential if so stamped on each page.

A limited or restricted tier eligibility is included to make CAPSMA more accessible for organizations unable to submit audited financial statements. Organizations that submit (3) years of audited financials are eligible to apply for a RFS with no dollar limit on the Work Order award. Organizations that are unable to submit audited financial statements can submit a Response that includes required responses to a series of financial questions such as existence of any tax delinquencies (federal, state or local), description of the organization's accounting system and its internal controls. If approved by County, the organization may be issued a CAPSMA and will be eligible to apply for a RFS. Any Work Order award will be limited to a maximum award of \$75,000 or below. If applying under this option, submit Exhibit 9: Supplemental Fiscal Information in the Response.

C. Proof of Insurability

Vendor must provide proof of insurability that meets all insurance requirements set forth in the Appendix A (Master Agreement),

Paragraphs 8.23 and 8.24. If a Vendor does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should the Vendor be selected to receive a Master Agreement award may be submitted with the Response.

3.0 RESPONSE REVIEW/ACCEPTANCE PROCESS

3.1 Response Acceptance Process

County reserves the sole right to judge the contents of the Responses submitted pursuant to this RFQ. The acceptance process will begin with receipt of the Response to this RFQ. All Responses will be reviewed based on the criteria listed below.

3.1.1 Verification Process

Verification of the Respondent's business status will be conducted by checking with all applicable databases which may include, but not be limited to, databases available with the California Secretary of State – Business Programs, Los Angeles County Debarment List, Federal Debarment List (Office of Inspector General (OIG), Federal Excluded Parties List System (EPLS), and if applicable, a review of the Auditor Controller's Intranet website and the Contractor Alert Reporting Database reflecting past performance history on County contracts. EO will contact Respondent in the event additional information is needed. Verification of the Respondent's business status includes County's determination of Vendor Responsibility based on the criteria in Section 4.6

3.1.2 Adherence to Organization Questionnaire and Affidavit

Vendor's Organization Questionnaire and Affidavit, as set forth in Appendix B – Required Forms, Exhibit 1 will be reviewed.

3.1.3 Vendor's Qualifications

Vendor meets the Minimum Qualifications as indicated in the applicable RFS. Failure of the Vendor to comply with the Minimum Qualifications may eliminate its Response from any further consideration.

3.1.4 Vendor's References

- A.** Vendor's References as provided in Appendix B – Required Forms, Exhibit 3 will be reviewed and include verification of the references submitted. It is the Vendor's sole responsibility to ensure that each reference contact name, phone number, and e-mail

address is accurate. County reserves the right to request additional references.

County may disqualify a Vendor if:

The references fail to support that the Vendor has a continuing pattern of providing capable, productive, and skilled personnel; or

The references fail to substantiate the Vendor's description of the services provided; or

County is unable to reach the point of contact with reasonable effort.

3.1.5 Financial Capability

Vendor's financial records provided in Section 2.4.2-B of the Response, and if applicable the information in Exhibit 9, will be reviewed as 'Acceptable' or 'Unacceptable'. Vendor will need to demonstrate a history of business stability and financial ability to perform the services in the applicable RFS.

3.1.6 Insurance

Vendor's proof of insurance coverage will be reviewed.

3.2 CAPSMA Qualification Process

Vendors who are notified that they appear to have the necessary qualifications and experience (i.e., they are qualified) may still not be recommended for a CAPSMA if other requirements necessary for an award have not been met. Other requirements may include, but are not limited to, acceptance of the terms and conditions of the CAPSMA, and the criteria and considerations identified in Section 4.6, below. Only when all such requirements have been met to EO's satisfaction can a Vendor which is otherwise deemed qualified, be regarded as "selected" for recommendation of a CAPSMA. EO will execute CAPSMAs with each qualified Vendor as authorized by the Board. All Vendors will be notified of the final selections as a result of a RFS.

4.0 GENERAL CONDITIONS

4.1 County Rights and Responsibilities

County has the right to amend or cancel any Solicitation, or any part thereof, by written addendum. The County is responsible only for that, which is expressly stated in each applicable solicitation document and any authorized written

addenda thereto. Addenda shall be made available in (insert website) or provided to each Vendor, as applicable. Should an addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the Response not being considered, as determined in the sole discretion of the County.

4.2 Conflict of Interest

No County employee whose position in the County enables him/her to influence the selection of a Contractor for the Solicitation, or any competing solicitation, nor any spouse or economic dependent of such employees, shall be employed in any capacity by a Vendor or have any other direct or indirect financial interest in the selection of a Contractor.

4.3 Prohibition from Participation in Future Solicitation(s)

Vendor shall not participate, in any way, in any future solicitations conducted by the County that includes or is based upon any services rendered by the Contractor pursuant to the CAPSMA and Work Order (if any) resulting from this solicitation. Any response to a solicitation submitted by the Contractor, or by any subsidiary of or subcontractor to the Contractor in violation of this provision shall be rejected by County.

4.4 Gratuities

4.4.1 Attempt to Secure Favorable Treatment

It is improper for any County officer, employee or agent to solicit consideration, in any form, from a Vendor with the implication, suggestion or statement that the Vendor's provision of the consideration may secure more favorable treatment for the Vendor in the award of the CAPSMA or that the Vendor's failure to provide such consideration may negatively affect the County's consideration of the Vendor's submission. Vendor shall not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the CAPSMA.

4.4.2 Vendor Notification to County

Vendor shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Fraud Hotline at (800) 544-6861 or www.lacountyfraud.org. Failure to report such a solicitation may result in the Vendor's submission being eliminated from consideration.

4.4.3 Form of Improper Consideration

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

4.5 Notice to Vendors Regarding the Public Records Act

- 4.5.1 Responses to this Solicitation shall become the exclusive property of the County. At such time as when Department recommends the qualified Vendor(s) to the Board and such recommendation appears on the Board agenda, all Responses submitted in response to this Solicitation, become a matter of public record, with the exception of those parts of each Response which are justifiably defined and identified by the Vendor as business or trade secrets, and if by the Vendor, plainly marked as "Trade Secret", "Confidential," or "Proprietary."
- 4.5.2 County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. A blanket statement of confidentiality or the marking of each page of the Response as confidential shall not be deemed sufficient notice of exception. The Vendors must specifically label only those provisions of their respective Response which are "Trade Secrets", "Confidential," or "Proprietary" in nature.
- 4.5.3 In the event 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 Response marked "Confidential", "Trade Secrets," or "Proprietary" Vendor agrees to defend and indemnify County from all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action, proceedings, or liability arising in connection with the Public Records Act request.

4.6 Determination of Vendor Responsibility

- 4.6.1 A responsible Vendor is a Vendor 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 Vendors.
- 4.6.2 Vendors are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Vendor is responsible based on a review of the Vendor's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee

compensation and benefits, and evidence of false claims made by the Vendor against public entities. Labor law violations which are the fault of the subcontractors and of which the Vendor had no knowledge shall not be the basis of a determination that the Vendor is not responsible.

- 4.6.3 The County may declare a Vendor to be non-responsible for purposes of the CAPSMA if the Board, in its discretion, finds that the Vendor 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 Vendor'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 omission 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.
- 4.6.4 If there is evidence that Vendor may not be responsible, EO shall notify Vendor in writing of the evidence relating to the Vendor's responsibility, and its intention to recommend to the Board that Vendor be found not responsible. EO shall provide Vendor and/or Vendor's representative with an opportunity to present evidence as to why the Vendor should be found to be responsible and to rebut evidence which is the basis for EO's recommendation.
- 4.6.5 If Vendor presents evidence in rebuttal to EO, EO shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to Board. The final decision concerning the responsibility of a Vendor shall reside with the Board.
- 4.6.6 These terms shall also apply to proposed subcontractors of Vendors on County contracts.

4.7 Disqualification Review for a CAPSMA

A Response may be disqualified from consideration because County determined it was non-responsive at any time during the review process. If County determines that a Response is disqualified due to non-responsiveness, County shall notify Vendor in writing.

Upon receipt of the written determination of non-responsiveness, the Vendor may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

A request for a Disqualification Review may, in County's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the Response not being considered, as determined in the sole discretion of the County. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
2. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the Response not being considered, as determined in the sole discretion of the County. The request for a Disqualification Review asserts that the County's determination of disqualification due to non- responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

Request for a Disqualification Review not satisfying all these criteria may, in the County's sole discretion, be denied.

The Disqualification Review shall be completed, and the determination shall be provided to the requesting Vendor, in writing, prior to the conclusion of the review process.

APPENDIX A



MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

_____ DEPARTMENT

AND

(CONTRACTOR)

FOR

CONSULTING AND PROFESSIONAL SERVICES

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
RECITALS	1
1.0 APPLICABLE DOCUMENTS.....	1
2.0 DEFINITIONS.....	2
2.1 Standard Definitions	2
3.0 WORK.....	4
4.0 TERM OF MASTER AGREEMENT	5
5.0 CONTRACT SUM	5
5.1 Total Contract Sum	5
5.2 Written Approval for Reimbursement.....	5
5.3 No Payment for Services Provided Following Expiration/Termination of Master Agreement	6
5.4 Invoices and Payments.....	6
5.5 Default Method of Payment: Direct Deposit or Electronic Funds Transfer	7
6.0 ADMINISTRATION OF MASTER AGREEMENT – COUNTY.....	8
6.1 County’s Administration	8
6.2 County’s Master Agreement Program Director (MAPD).....	8
6.3 County’s Project Director	8
6.4 County’s Work Order Director	8
6.5 County’s Project Manager.....	9
6.6 County’s Contract Analyst.....	9
7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR.....	9
7.1 Contractor’s Project Manager	9
7.2 Contractor’s Authorized Official(s)	9
7.3 Approval of Contractor’s Staff	10
7.4 Contractor’s Staff Identification	10
7.5 Background and Security Investigations	10
7.6 Confidentiality	11
8.0 STANDARD TERMS AND CONDITIONS.....	12
8.1 Amendments.....	12
8.2 Assignment and Delegation/Mergers or Acquisitions.....	12
8.3 Authorization Warranty	13

**MASTER AGREEMENT PROVISIONS
TABLE OF CONTENTS**

PARAGRAPH	TITLE	PAGE
8.4	Complaints.....	13
8.5	Compliance with Applicable Laws.....	14
8.6	Compliance with Civil Rights Laws	15
8.7	Compliance with County’s Jury Service Program	15
8.8	Conflict of Interest.....	16
8.9	Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-employment List.....	17
8.10	Consideration of Hiring GAIN/START Participants	17
8.11	Contractor Responsibility and Debarment	18
8.12	Contractor’s Acknowledgement of County’s Commitment to Safely Surrendered Baby Law	20
8.13	Contractor’s Warranty of Adherence to County’s Child Support Compliance Program	20
8.14	County’s Quality Assurance Plan.....	21
8.15	Damage to County Facilities, Buildings or Grounds.....	21
8.16	Employment Eligibility Verification	21
8.17	Counterparts and Electronic Signatures and Representations	22
8.18	Fair Labor Standards	22
8.19	Force Majeure.....	22
8.20	Governing Law, Jurisdiction, and Venue.....	23
8.21	Independent Contractor Status	23
8.22	Indemnification.....	24
8.23	General Provisions for all Insurance Coverage.....	24
8.24	Insurance Coverage	28
8.25	Liquidated Damages	29
8.26	Most Favored Public Entity	30
8.27	Nondiscrimination and Affirmative Action.....	30
8.28	Non Exclusivity	31
8.29	Notice of Delays.....	32
8.30	Notice of Disputes.....	32
8.31	Notice to Employees Regarding the Federal Earned Income Credit.....	32
8.32	Notice to Employees Regarding the Safely Surrendered Baby Law	32

**MASTER AGREEMENT PROVISIONS
TABLE OF CONTENTS**

PARAGRAPH	TITLE	PAGE
8.33	Notices	32
8.34	Prohibition Against Inducement or Persuasion	32
8.35	Public Records Act	33
8.36	Publicity	33
8.37	Record Retention and Inspection-Audit Settlement	34
8.38	Recycled Bond Paper	35
8.39	Subcontracting	35
8.40	Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program	36
8.41	Termination for Convenience	36
8.42	Termination for Default	37
8.43	Termination for Improper Consideration	38
8.44	Termination for Insolvency	38
8.45	Termination for Non-Adherence of County Lobbyist Ordinance	39
8.46	Termination for Non-Appropriation of Funds	39
8.47	Validity	39
8.48	Waiver	40
8.49	Warranty Against Contingent Fees	40
8.50	Warranty of Compliance with County's Defaulted Property Tax Reduction Program	40
8.51	Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program	40
8.52	Time off For Voting	41
8.53	Compliance with County's Zero Tolerance Policy on Human Trafficking	41
8.54	Intentionally Omitted	41
8.55	Compliance with Fair Chance Employment Hiring Practices	41
8.56	Compliance with County Policy of Equity	41
8.57	Prohibition from Participation in Future Solicitation(s)	42
8.58	Injury and Illness Prevention Program	42
8.59	Campaign Contribution Prohibition Following Final Decision in Master Agreement Proceeding	42
9.0	UNIQUE TERMS AND CONDITIONS	42
9.1	Contractor's Charitable Activities Compliance	42

**MASTER AGREEMENT PROVISIONS
TABLE OF CONTENTS**

PARAGRAPH	TITLE	PAGE
	The following Sub-paragraphs 9.2 through 9.4 shall only apply to Contractors that qualify for the applicable County Preference Program.....	43
9.2	Local Small Business Enterprise (LSBE) Preference Program.....	43
9.3	Social Enterprise (SE) Preference Program	44
9.4	Disabled Veteran Business Enterprise (DVBE) Preference Program	45
10.0	SURVIVAL	46

STANDARD EXHIBITS

- A County's Administration
- B Contractor's Administration
- C Safely Surrendered Baby Law
- D Sample Work Order Formats

Forms Required for Each Work Order Before Work Begins

- E1 Certification of Employee Status
- E2 Certification of No Conflict of Interest
- E3 Contractor Acknowledgement and Confidentiality Agreement
- E4 Contractor Employee Acknowledgement and Confidentiality Agreement
- E5 Contractor Non-Employee Acknowledgement and Confidentiality Agreement
- F Subsequent Executed Work Orders
- G Charitable Contributions Certification

**MASTER AGREEMENT BETWEEN
COUNTY OF LOS ANGELES,
AND**

**FOR
CONSULTING AND PROFESSIONAL SERVICES**

This Master Agreement and Exhibits made and entered into on **Enter Date** (**"Execution Date"**) by and between the County of Los Angeles, hereinafter referred to as "County" and **Contractor Name**, hereinafter referred to as "Contractor". **Contractor Name** is located at **Contractor Address**.

RECITALS

WHEREAS, County may contract with private businesses for Consulting and Professional Services when certain requirements are met; and

WHEREAS, Contractor is a private (public, non-profit) firm specializing in providing Consulting and/or Professional Services; 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 Executive Officer of the Board of Supervisors, 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 G 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:

Standard Exhibits:

- Exhibit A County's Administration
- Exhibit B Contractor's Administration
- Exhibit C Safely Surrendered Baby Law
- Exhibit D Sample Work Order Formats
- Exhibit E Forms Required For Each Work Order Before Work Begins
- Exhibit F Subsequent Executed Work Orders
- Exhibit G Charitable Contributions Certification

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 Contractor's Project Manager:** The individual designated by Contractor to administer the Master Agreement operations after the Master Agreement award.
- 2.1.3 County's Contract Analyst:** The person designated by County to manage and facilitate the administrative functions of the Contract.
- 2.1.4 County's Master Agreement Program Director (MAPD):** **Person** designated by Executive Officer with authority to negotiate and recommend all changes on behalf of County.

- 2.1.5 County's Project Director:** Person designated by Executive Officer with authority to approve all Work Order solicitations and executions.
- 2.1.6 County's Project Manager:** Person designated as chief contact person with respect to the day-to-day administration of the Master Agreement.
- 2.1.7 County's Work Order Director:** Responsible for coordinating and monitoring the Work Order.
- 2.1.8 Day(s):** Calendar Day(s) unless otherwise specified.
- 2.1.9 Executive Officer:** Executive Officer of the Board of Supervisors.
- 2.1.10 Department:** The County of Los Angeles Executive Office, Board of Supervisors which is entering into this Master Agreement on behalf of the County of Los Angeles.
- 2.1.11 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.12 Master Agreement:** County's standard agreement executed between County and individual Qualified Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.
- 2.1.13 Qualified Contractor:** A Contractor who has submitted a Response to County's Request For Qualifications (RFS) and Request for Services (RFS); has met the minimum mandatory requirements qualifications listed in the RFQ and RFS and has an executed Master Agreement with the Department.
- 2.1.14 Request for Qualifications (RFQ):** A solicitation with an accompanying RFS, that may result in qualifying Contractors for a Master Agreement.
- 2.1.15 Request for Services (RFS):** A Work Order solicitation to allow the County to select one or more Qualified Contractors for a specific project or to have Qualified Contractors for future as-needed ordering of Services. The RFS will include the project details, minimum requirements, response submission requirements, review methodology, additional terms and conditions, and, if applicable, the selection criteria for a Work Order.
- 2.1.16 Response:** A response to an RFQ or RFS.

- 2.1.17 Statement of Work:** A written description of tasks and/or deliverables desired by County for a specific Work Order.
- 2.1.18 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 will result from a response to a RFS, solicited by and tendered to County, by Qualified Contractors, unless it is appropriate to issue a Work Order directly to an active Contractor.

3.0 WORK

- 3.1 Pursuant to the provisions of this Master Agreement, Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 Each Work Order shall include an attached Statement of Work, which shall describe in detail the project and the work required for the performance thereof.
- 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 expiration date, and/or that exceeds the Total Maximum Amount as specified in the Work Order as originally written or modified in accordance with Sub-paragraph 8.1 – Amendments, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.
- 3.4 County procedures for issuing and executing Work Orders are as set forth in this Sub-paragraph 3.4. Upon determination by County to issue a RFS, County shall issue a RFS containing a Statement of Work to all Qualified Contractors. Each interested Qualified Contractor so contacted may submit a Response to County address or e-mail address and within the timeframe specified in the applicable solicitation. Failure of Contractor to provide a response within the specified timeframe may disqualify Contractor for that particular Work Order.
- 3.5 Upon completion of Response reviews, County shall execute the Work Order by and through County staff identified in this Master Agreement with the lowest cost Qualified Contractor unless the Work Order solicitation or RFS specifies review criteria other than lowest cost. 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.
- 3.6 County reserves the right to execute a direct award Work Order without a RFS if it is in the best interest of County.

4.0 TERM OF MASTER AGREEMENT

- 4.1 The term of this Master Agreement will be _____ years commencing after execution by Executive Officer or their designee as authorized by the Board of Supervisors (Board). This Master Agreement will expire on (enter date) unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2 County will have the sole option to extend the Master Agreement term for up to one additional one-year period for a maximum total Master Agreement term of ____ years. Each such option and extension will be exercised at the sole discretion of the Executive Officer or their designee as authorized by the Board.
- 4.3 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 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 A (County's Administration).

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. County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of the Master Agreement is the Contract Sum.

5.2 Written Approval for Reimbursement

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 Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, will occur only with 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 Services in accordance with the applicable terms of the Work Order.

5.4.2 Payment for all work will be on either a Time basis or a fixed price per deliverable basis, subject to the Total Maximum Amount specified in each Work Order 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 period of performance specified in Contractor's invoice(s) must coincide with the period of performance specified in the applicable Work Order.

Time Work Order:

Each invoice submitted by Contractor must specify:

- County numbers of the Work Order and Contractor's Master Agreement;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;

- Number of hours being billed for the individual(s) and the labor rate(s) as specified in the Work Order; and
- Total amount of the invoice.
- Remaining balance of not to exceed amount of Work Order.

Fixed Price Per Deliverable

Each invoice submitted by Contractor must specify:

- County numbers of the Work Order and Contractor's Master Agreement;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;
- A brief description of the deliverable(s) for which payment is claimed, the respective number(s) assigned to the deliverable(s), and the individual amount being billed for each deliverable; and
- The total amount of the invoice.

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 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 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 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

6.1 County's Administration

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

6.2 County's Master Agreement Program Director (MAPD)

The MAPD has the authority to negotiate, recommend all changes to this Master Agreement, and resolve disputes between the Department and Contractor.

6.3 County's Project Director

County's Project Director, or designee, is the approving authority for individual Work Order solicitations and executions.

6.4 County's Work Order Director

A Work Order Director will be assigned for each Work Order by County's Project Director.

6.4.1 The responsibilities of the Work Order Director include:

- 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;
- 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;

- monitoring, evaluating and reporting Contractor performance and progress on the Work Order;
- coordinating with Contractor's Project Manager, on a regular basis, regarding the performance of Contractor's personnel on each particular project;
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.4.2 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.

6.5 County's Project Manager

County's Project Manager is County's chief contact person with respect to the day-to-day administration of this Master Agreement. County's Project Manager will prepare, and issue Work Orders and any Amendments thereto, and generally be the first person for Contractor to contact with any questions.

6.6 County's Contract Analyst

The role of County's Contract Analyst is to manage and facilitate the administrative functions of the Contract. County's Contract Analyst reports to County's Project Executive Officer.

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

7.1 Contractor's Project Manager

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

- 7.4.1 All of Contractor's staff assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense of the badging.
- 7.4.2 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 to leave a County facility by a County representative if they do not have the proper County ID badge on their person.
- 7.4.3 Contractor must notify County within one business day when staff is terminated from working under this Master Agreement. Contractor must retrieve and return staff's ID badge to County on the next business day after the staff has terminated employment with Contractor.
- 7.4.4 If County requests the removal of Contractor's staff, Contractor must retrieve and return staff's ID badge to County on the next business day after the staff has been removed from working on County's Master Agreement.

7.5 Background and Security Investigations

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

- 7.5.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Master Agreement at any time during the term of the Master Agreement. County will not provide to Contractor or to Contractor's staff any information obtained through County's background investigation.
- 7.5.3 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 County or whose background or conduct is incompatible with County facility access.
- 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 Master Agreement.

7.6 Confidentiality

- 7.6.1 Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and 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 Master Agreement.
- 7.6.4 Contractor must sign and adhere to the provisions of the Exhibit E3 (Contractor Acknowledgement and Confidentiality Agreement).
- 7.6.5 If stated in a Work Order, Contractor will cause each employee performing services covered by this Master Agreement to sign and adhere to the provisions of Exhibit E4 (Contractor Employee Acknowledgment and Confidentiality Agreement) and cause each non-employee performing services covered by this Master Agreement to sign and adhere to the provisions of Exhibit E5 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 County's Board or Chief Executive Officer may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. County reserves the right to add and/or change such provisions as required by County's Board or Chief Executive Officer. To implement such orders, an Amendment to the Master Agreement must be prepared and executed by Contractor and by the Executive Officer, or designee.
- 8.1.2 The Executive Officer, or their designee may, at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Master Agreement). 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 Contractor and by the Executive Officer, or designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

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

from notifying County prior to the actual acquisitions/mergers.

- 8.2.2 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 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 Contractor may have against County.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without 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

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

8.4 Complaints

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, Contractor must provide County with Contractor's policy for receiving, investigating and responding to user complaints.
- 8.4.2 County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
- 8.4.3 If County requests changes in Contractor's policy, Contractor must make such changes and resubmit the plan within ten (10) business days for County approval.

- 8.4.4 If, at any time, Contractor wishes to change Contractor's policy, Contractor must submit proposed changes to County for approval before implementation.
- 8.4.5 Contractor must preliminarily investigate all complaints and notify County's Project Manager of the status of the investigation within five (5) 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 emailed to County'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 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

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 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, 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 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 County's satisfaction either that Contractor is not a "Contractor" as defined under the [Jury Service Program \(Section 2.203.020 of County Code\)](#) 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 Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
 - For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Master Agreement with 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 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 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. County may also require, at any time during the Master Agreement and at its sole discretion, that Contractor demonstrate to 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 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 Contractor or have any other direct or indirect financial interest in this Master Agreement. No officer or employee of Contractor who may financially benefit from the performance of work hereunder will in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.

- 8.8.2 Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to County. 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 Contractor require additional or replacement personnel after the effective date of this Master Agreement to perform the services set forth herein, Contractor must give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Master Agreement.

8.10 Consideration of Hiring GAIN/START Participants

- 8.10.1 Should Contractor require additional or replacement personnel after the effective date of this Master Agreement, Contractor will give consideration for any such employment openings to participants in 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 Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that Contractor will interview qualified candidates. County will refer GAIN/START participants by job category to Contractor. Contractors must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and

bservices@opportunity.lacounty.gov and DPSS will refer qualified GAIN/START job candidates.

- 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 County's policy to conduct business only with responsible Contractors.

8.11.2 Chapter 2.202 of the County Code

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

8.11.3 Non-responsible Contractor

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

8.11.4 Contractor Hearing Board

- If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before Contractor Hearing Board.
- Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and 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 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 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. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (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 County.
- Contractor Hearing Board will consider a request for review of a debarment determination only where (1) 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, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, 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 Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

- Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. 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 Contractor Hearing Board.

8.11.5 Subcontractors of Contractor

These terms will also apply to Subcontractors of County Contractors.

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

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "Safely Surrendered Baby Law" poster, in Exhibit C, in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in 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

- 8.13.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from 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 Contractor's duty under this Master Agreement to comply with all applicable

provisions of law, 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

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

8.15 Damage to County Facilities, Buildings or Grounds

- 8.15.1 Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs must be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.15.2 If 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 Contractor by cash payment upon demand.

8.16 Employment Eligibility Verification

- 8.16.1 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. 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. Contractor must retain all such documentation for all covered employees for the period prescribed by law.

- 8.16.2 Contractor must indemnify, defend, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or 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.

County and Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and 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

Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless 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 Contractor's employees for which 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. 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 County and 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 County and 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 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. County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- 8.21.3 Contractor understands and agrees that all persons performing

work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. 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 Contractor pursuant to this Master Agreement.

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

8.22 Indemnification

Contractor must indemnify, defend and hold harmless 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 Master Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of County Indemnitees.

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 (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Master Agreement. Additional insurance requirements may be included in a Work Order solicitation or RFS. County in no way warrants that the Required Insurance is sufficient to protect 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 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. 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 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 County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements must be sent to:

County of Los Angeles
Contracting Department Name, Division/Section
Contracting Department Address
Attention: Name and Title of Department Contact

- 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 of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) must be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of County. County and its Agents additional insured status must apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to County. The full policy

limits and scope of protection also must apply to County and its Agents as an additional insured, even if they exceed 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 County, upon which 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, 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 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, 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. 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 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 County to pay any portion of any Contractor deductible or SIR. County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects 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

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. 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

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 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 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 Unique Insurance Coverage

Professional Liability/Errors and Omissions insurance covering Contractor's liability arising from or related to this Master Agreement, 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 Agreement's expiration, termination or cancellation.

8.25 Liquidated Damages

8.25.1 If, in the judgment of the Executive Officer, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Executive Officer, or 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 Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to Contractor from County, will be forwarded to Contractor by the Executive Officer, or designee, in a written notice describing the reasons for said action.

8.25.2 If the Executive Officer determines that there are deficiencies in the performance of this Master Agreement that the Executive Officer or designee, deems are correctable by Contractor over a certain time span, the Executive Officer, or designee, will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, the Executive Officer may:

(a) Deduct from Contractor's payment, pro rata, those applicable portions of the Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages 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 Contractor will be liable to County for liquidated damages in said amount. Said amount will be deducted from County's payment to Contractor; and/or

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

the payment to Contractor from County, as determined by 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 Contractor to recover County cost due to the failure of 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 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 County's right to terminate this Master Agreement as agreed to herein.

8.26 Most Favored Public Entity

If Contractor's prices decline, or should 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 County.

8.27 Nondiscrimination and Affirmative Action

- 8.27.1 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 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, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 8.27.3 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 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 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 Contractor will allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.27 when so requested by County.
- 8.27.7 If 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 County may terminate or suspend this Master Agreement. While 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 Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Master Agreement.
- 8.27.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Master Agreement, 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

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

8.31 Notice to Employees Regarding the Federal Earned Income Credit

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

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 A (County's Administration) and B (Contractor's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Executive Officer, or designee, will have the authority to issue all notices or demands required or permitted by County under this Master Agreement.

8.34 Prohibition Against Inducement or Persuasion

Notwithstanding the above, Contractor and 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 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 Qualifications (RFQ) used in the solicitation process for this Master Agreement, become the exclusive property of 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". 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 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 RFQ response marked "trade secret", "confidential", or "proprietary", Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.36 Publicity

- 8.36.1 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 Contractor's need to identify its services and related clients to sustain itself, County will not inhibit the Contractor from publishing its role under this Master Agreement within the following conditions:
- Contractor must develop all publicity material in a professional manner; and
 - During the term of this Master Agreement, 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 County without the prior written consent of County's Project Executive Officer. County will not unreasonably withhold written consent.
- 8.36.2 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

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. Contractor must also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. Contractor agrees that 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 Contractor and will be made available to County during the term of this Master Agreement and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Contractor will pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.37.1 In the event that an audit of Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor must file a copy of such audit report with County's Auditor-Controller within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. County will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.37.2 Failure on the part of Contractor to comply with any of the provisions of this paragraph will constitute a material breach of this Master Agreement upon which 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 County may conduct an audit of Contractor regarding the work performed under this Master Agreement, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference will be either: a) repaid by

Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Master Agreement or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference will be paid to Contractor by County by cash payment, provided that in no event will County's maximum obligation for this Master Agreement exceed the funds appropriated by 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 County landfills, 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 Contractor **without the advance approval of County**. Any attempt by Contractor to subcontract without the prior consent of County may be deemed a material breach of this Master Agreement.
- 8.39.2 If Contractor desires to subcontract, Contractor must provide the following information promptly at 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 County.
- 8.39.3 Contractor must indemnify and hold 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 Contractor will remain fully responsible for all performances required of it under this Master Agreement, including those that Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.
- 8.39.5 County's consent to subcontract will not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Master Agreement. Contractor is responsible to notify its subcontractors of this County right.
- 8.39.6 County's MAPD is authorized to act for and on behalf of County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by County,

Contractor must forward a fully executed subcontract to County for their files.

- 8.39.7 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 County's consent to subcontract.
- 8.39.8 Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by County from each approved subcontractor. Contractor must ensure delivery of all such documents to:

before any subcontractor employee may perform any work hereunder.

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.13 (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 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 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 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 County, 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 Contractor under this Master Agreement or Work Order must be maintained by Contractor in accordance with Paragraph 8.37 (Record Retention and Inspection/Audit Settlement).

8.42 Termination for Default

8.42.1 County may, by written notice to Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of County's Project Executive Officer:

- 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 County may authorize in writing) after receipt of written notice from County specifying such failure.

8.42.2 In the event that County terminates this Master Agreement in whole or in part as provided in Paragraph 8.42.1, County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor will be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. 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, 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 Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of 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 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 Contractor and subcontractor, and without the fault or negligence of either of them, 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 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 County has given notice of termination under the provisions of this Paragraph 8.42, it is determined by County that 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 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 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing 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 Contractor's performance pursuant to the 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.

8.43.2 Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.

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 County may terminate this Master Agreement forthwith in the event

of the occurrence of any of the following:

- Insolvency of Contractor. 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 Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for Contractor; or
- The execution by Contractor of a general assignment for the benefit of creditors.

8.44.2 The rights and remedies of 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

Contractor, and each County Lobbyist or County Lobbying firm as defined in [County Code Section 2.160.010](#) retained by Contractor, must fully comply with County's Lobbyist Ordinance, [County Code Section 2.160.010](#). Failure on the part of Contractor or any County Lobbyist or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance will constitute a material breach of this Master Agreement, upon which 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, County will not be obligated for Contractor's performance hereunder or by any provision of this Master Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Master Agreement in 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. County will notify 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 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 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 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 Contractor for the purpose of securing business.

8.49.2 For breach of this warranty, 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

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 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, County will require that 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 County Policy of Equity

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 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 G (Charitable Contributions Certification), County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect 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 Master Agreement termination or debarment proceedings or both. ([County Code Chapter 2.202](#))

The following Sub-paragraphs 9.2 through 9.4 shall only apply to Contractors that qualify for the applicable County Preference Program.

9.2 Local Small Business Enterprise (LSBE) Preference Program

9.2.1 This Master Agreement is subject to the provisions of County's ordinance entitled LSBE Preference Program, as codified in [Chapter 2.204 of the Los Angeles County Code](#).

9.2.2 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 LSBE.

9.2.3 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 LSBE.

9.2.4 If 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 County any difference between the Work Order amount and what County's costs would have been if the Work Order 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 Work Order 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 Master Agreement award.

9.3 Social Enterprise (SE) Preference Program

9.3.1 This Master Agreement is subject to the provisions of County's ordinance entitled SE Preference Program, as codified in [Chapter 2.205 of the Los Angeles County Code](#).

9.3.2 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.

9.3.3 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.

9.3.4 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 County any difference between the Work Order amount and what County's costs would have been if the Work Order had been properly awarded;
- In addition to the amount described in subdivision (1) above, Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Work Order 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 Master Agreement award.

9.4 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 9.4.1 This Master Agreement is subject to the provisions of County's ordinance entitled DVBE Preference Program, as codified in [Chapter 2.211 of the Los Angeles County Code](#).
- 9.4.2 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.
- 9.4.3 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.
- 9.4.4 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 County any difference between the Work Order amount and what County's costs would have been if the Work Order had been properly awarded;
 - In addition to the amount described in subdivision (1) above, Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the Work Order; 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 Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Master Agreement award.

10.0 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 5.4	(No Payment for Services Provided Following Expiration/Termination of Agreement)
Paragraph 7.6	(Confidentiality)
Paragraph 8.1	(Amendments)
Paragraph 8.2	(Assignment and Delegation/Mergers or Acquisitions)
Paragraph 8.18	(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 10.0	(Survival)

AUTHORIZATION OF MASTER AGREEMENT FOR
_____ SERVICES

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Executive Officer, 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 _____
Executive Officer

By _____
Contractor

Signed: _____

Printed: _____

Title: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Deputy County Counsel

STANDARD EXHIBITS

- A COUNTY'S ADMINISTRATION
- B CONTRACTOR'S ADMINISTRATION
- C SAFELY SURRENDERED BABY LAW
- D SAMPLE WORK ORDER FORMATS
- D1 TIME BASIS
- D2 FIXED PRICE PER DELIVERABLE BASIS

FORMS REQUIRED AT THE TIME OF MASTER AGREEMENT EXECUTION

CERTIFICATIONS

- E1 CERTIFICATION OF EMPLOYEE STATUS
- E2 CERTIFICATION OF NO CONFLICT OF INTEREST
- E3 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- E4 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- E5 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- F SUBSEQUENT EXECUTED WORK ORDERS (Not attached)
- G CHARITABLE CONTRIBUTIONS CERTIFICATION

COUNTY'S ADMINISTRATIONMASTER AGREEMENT NO. Click or tap here to enter text.WORK ORDER NO. Click or tap here to enter text.**COUNTY'S MASTER AGREEMENT PROJECT DIRECTOR (MAPD):**

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.

E-mail Address: Click or tap here to enter text.

COUNTY'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.

E-mail Address: Click or tap here to enter text.

COUNTY'S CONTRACT ANALYST:

Name: 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.

E-mail Address: Click or tap here to enter text.

COUNTY'S WORK ORDER 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.

E-mail Address: Click or tap here to enter text.

COUNTY'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.

E-mail Address: Click or tap here to enter text.

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Click or tap here to enter text.

MASTER AGREEMENT NO. Click or tap here to enter text.

WORK ORDER NO. Click or tap here to enter text.

CONTRACTOR'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.

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.

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.

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.

E-mail Address: 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



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

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

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

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

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



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.

SAMPLE WORK ORDER FORMATS

D1 Time Basis

D2 Fixed Price Per Deliverable Basis

A STATEMENT OF WORK MUST BE ATTACHED TO EACH INDIVIDUAL WORK ORDER

**CONSULTING AND PROFESSIONAL SERVICES
MASTER AGREEMENT WORK ORDER
(TIME BASIS)**

Contractor Name

Work Order No.: _____ Master Agreement No.: _____

Project Title: _____
Period of Performance: _____
County Requesting Department: _____
County Project Director: _____
County Project Manager: _____
County Contract Analyst: _____

I. GENERAL

Contractor will satisfactorily perform all Services detailed in the Statement of Work attached hereto as Exhibit _____, on a time and materials basis, in compliance with the terms and conditions of Contractor's Master Agreement identified above.

II. PERSONNEL

Contractor must provide the below-listed personnel whose labor rates are as shown:

Skill Category: _____

Name: _____ @ \$: _____ /hour.

Name: _____ @ \$: _____ /hour.

III. PAYMENT

A. The Total Maximum Amount that County will pay Contractor for all Services to be provided under this Work Order will not exceed _____ Dollars (\$ _____).

B. Contractor will invoice County only for hours actually worked, in accordance with the terms and conditions of Contractor's Master Agreement. Contractor will be responsible for limiting the number of hours worked by Contractor Personnel under this Work Order, not to exceed the Total Maximum Amount in III.A, above.

C. Contractor will satisfactorily perform and complete all required Services in accordance with Exhibit _____ (Statement of Work) notwithstanding the fact that total payment from County will not exceed the Total Maximum Amount.

Work Order No.: _____ Master Agreement No.: _____

D. CONTRACTOR will submit all invoices under this Work Order to:

IV. SERVICES

In accordance with Master Agreement Subparagraph 3.3, Contractor may not be paid for any task, deliverable, service, or other work that is not specified in this Work Order, and/or that utilizes personnel not specified in this Work Order, and/or that exceeds the Total Maximum Amount of this Work Order, and/or that goes beyond the expiration date of this Work Order.

ALL TERMS OF THE MASTER AGREEMENT WILL REMAIN IN FULL FORCE AND EFFECT. THE TERMS OF THE MASTER AGREEMENT WILL GOVERN AND TAKE PRECEDENCE OVER ANY CONFLICTING TERMS AND/OR CONDITIONS IN THIS WORK ORDER. NEITHER THE RATES NOR 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.

Contractor's signature on this Work Order document confirms Contractor's awareness of and agreement with the provisions of Subparagraph 3.3 of the Master Agreement, which establish that Contractor will not be entitled to any compensation whatsoever for any task, deliverable, service, or other work:

- A. That is not specified in this Work Order, and/or
- B. That utilizes personnel not specified in this Work Order, and/or
- C. That exceeds the Total Maximum Amount of this Work Order, and/or
- D. That goes beyond the expiration date of this Work Order.

REGARDLESS OF ANY ORAL PROMISE MADE TO CONTRACTOR BY ANY COUNTY PERSONNEL WHATSOEVER.

CONTRACTOR

COUNTY OF LOS ANGELES

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**CONSULTING AND PROFESSIONAL SERVICES
MASTER AGREEMENT WORK ORDER
(FIXED PRICE PER DELIVERABLE BASIS)**

Contractor Name

Work Order No.: _____ Master Agreement No.: _____

Project Title: _____
Period of Performance: _____
County Requesting Department: _____
County Project Director: _____
County Project Manager: _____
County Contract Analyst: _____

I. GENERAL

Contractor will satisfactorily perform all the tasks and provide all the deliverables detailed in the Statement of Work attached hereto as Exhibit __, on a fixed price per deliverable basis, in compliance with the terms and conditions of Contractor's Master Agreement.

II. PERSONNEL

Contractor must provide the below-listed personnel:

Skill Category: _____

Name: _____
Name: _____
Name: _____

III. PAYMENT

A. The Total Maximum Amount that County will pay Contractor for all deliverables to be provided under this Work Order is shown below:

Deliverable	Maximum Amount
_____	_____
_____	_____
_____	_____

Total Maximum Amount: _____

Work Order No.: _____ Master Agreement No.: _____

B. Contractor will satisfactorily provide and complete all required deliverables in accordance with Exhibit __ (Statement of Work) notwithstanding the fact that total payment from County for all deliverables will not exceed the Total Maximum Amount in III.A, above.

C. Contractor will submit all invoices under this Work Order to:

IV. SERVICES

In accordance with Master Agreement Subparagraph 3.3, Contractor may not be paid for any task, deliverable, service, or other work that is not specified in this Work Order, and/or that utilizes personnel not specified in this Work Order, and/or that exceeds the Total Maximum Amount of this Work Order, and/or that goes beyond the expiration date of this Work Order.

ALL TERMS OF THE MASTER AGREEMENT WILL REMAIN IN FULL FORCE AND EFFECT. THE TERMS OF THE MASTER AGREEMENT WILL GOVERN AND TAKE PRECEDENCE OVER ANY CONFLICTING TERMS AND/OR CONDITIONS IN THIS WORK ORDER. NEITHER THE RATES NOR 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.

Contractor's signature on this Work Order document confirms Contractor's awareness of and agreement with the provisions of Subparagraph 3.3 of the Master Agreement, which establish that Contractor will not be entitled to any compensation whatsoever for any task, deliverable, service, or other work:

- A. That is not specified in this Work Order, and/or
- B. That utilizes personnel not specified in this Work Order, and/or
- C. That exceeds the Total Maximum Amount of this Work Order, and/or
- D. That goes beyond the expiration date of this Work Order.

REGARDLESS OF ANY ORAL PROMISE MADE TO CONTRACTOR BY ANY COUNTY PERSONNEL WHATSOEVER.

CONTRACTOR

COUNTY OF LOS ANGELES

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FORMS REQUIRED FOR EACH WORK ORDER BEFORE WORK BEGINS

CERTIFICATIONS

This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.

E1 CERTIFICATION OF EMPLOYEE STATUS

E2 CERTIFICATION OF NO CONFLICT OF INTEREST

A determination must be made whether Contactor will complete a Confidentiality Agreement on behalf of its employees or whether Contractor's employees and non-employees will complete the Confidentiality Agreements individually.

E3 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

OR

E4 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

E5 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

SERVICES
MASTER AGREEMENT WORK ORDER

CERTIFICATION OF EMPLOYEE STATUS

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

Contractor Name

Work Order No.: _____ Master Agreement No.: _____

I CERTIFY THAT: (1) I am an Authorized Official of Contractor; (2) the individual(s) named below is(are) this organization's employee(s); (3) applicable state and federal income tax, FICA, unemployment insurance premiums, and workers' compensation insurance premiums, in the correct amounts required by state and federal law, will be withheld as appropriate, and paid by Contractor for the individual(s) named below for the entire time period covered by the attached Work Order.

EMPLOYEES

1. _____
2. _____
3. _____
4. _____

I declare under penalty of perjury that the foregoing is true and correct.

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

**CONSULTING AND PROFESSIONAL SERVICES
MASTER AGREEMENT WORK ORDER**

CERTIFICATION OF NO CONFLICT OF INTEREST

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

Contractor Name

Work Order No.: _____ Master Agreement No.: _____

Los Angeles County Code Section 2.180.010.A provides as follows:

“Certain contracts prohibited.

- A. Notwithstanding any other section of this code, the county will not contract with, and will reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract:
1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
 2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
 3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
 4. Profit-making firms or businesses in which the former employees, described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.”

Contractor hereby declares and certifies that no Contractor Personnel, nor any other person acting on Contractor's behalf, who prepared and/or participated in the preparation of the bid or proposal submitted for the Work Order specified above, is within the purview of County Code Section 2.180.010.A, above.

I declare under penalty of perjury that the foregoing is true and correct.

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name: _____

Work Order No.: _____ Master Agreement No.: _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a Master Agreement 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 Master Agreement.

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

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

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

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name: _____ Employee Name: _____

Work Order No.: _____ Master Agreement No.: _____

GENERAL INFORMATION:

Your employer referenced above has entered into a Master Agreement 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 Master Agreement. 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 Master Agreement.

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 Master Agreement. 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 Master Agreement 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 Master Agreement.

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 Master Agreement 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 Master Agreement. 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 Master Agreement or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name: _____ Non-Employee Name: _____

Work Order No.: _____ Master Agreement No.: _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced Master Agreement. 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 Master Agreement.

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 Master Agreement. 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 Master Agreement 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 Master Agreement.

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 Master Agreement between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced Master Agreement. 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 Master Agreement or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

POSITION: _____

SUBSEQUENT EXECUTED WORK ORDERS

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☐ Vendor 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 Vendor 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

- ☐ Vendor 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: _____

Printed Name: _____ Title: _____

APPENDIX B - REQUIRED FORMS

Exhibits

- 1) Organization Questionnaire/Affidavit
- 2) Certification of Compliance
- 3) Debarment History and List of Terminated Contracts
- 4) Community Business Enterprise (CBE) Information (Excel Worksheet)
- 5) Minimum Mandatory Requirements
- 6) List of References
- 7) Contribution and Agent Declaration Form
- 8) Supplemental Fiscal Information
- 9) Declaration

REQUIRED FORMS – EXHIBIT 1
ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Vendor's Name: Click or tap here to enter text.	County Webven Number: Click or tap here to enter text.
Address: Click or tap here to enter text.	
Telephone Number: Click or tap here to enter text.	Email: Click or tap here to enter text.
Internal Revenue Service Employer Identification Number: Click or tap here to enter text.	California Secretary of State Number: Click or tap here to enter text.

1	Select the option that best defines your firm's business structure: ☐ Corporation ☐ Limited Liability Company (LLC) ☐ Limited Partnership ☐ Sole Proprietorship ☐ Non-Profit ☐ Franchise ☐ Other (Specify)	If Corporation or Limited Liability Company (LLC): Legal Name (as stated in Articles of Incorporation): Click or tap here to enter text. State of Incorporation: Click or tap here to enter text. Year of Incorporation: Click or tap here to enter text. If Limited Partnership or a Sole Proprietorship: Name of proprietor or managing partner: Click or tap here to enter text. If other: Specify business structure name: Click or tap here to enter text.
2	Is your firm doing business under one or more DBA's? ☐ Yes ☐ No	Name: Click or tap here to enter text. Country of Registration: Click or tap here to enter text. Year became DBA: Click or tap here to enter text.
3	Is your firm wholly/majority owned by, or a subsidiary of another firm? ☐ Yes ☐ No	If yes, indicate name of Parent Firm and State of Incorporation. Name of Parent Firm: Click or tap here to enter text. State of Incorporation or registration of parent firm: Click or tap here to enter text.
4	Has your firm done business under other names within last five (5) years? ☐ Yes ☐ No	If yes, indicate any other names and the year of name change. Name(s): Click or tap here to enter text. Year(s) of Name Change: Click or tap here to enter text.

REQUIRED FORMS – EXHIBIT 1
ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

5	List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".	Click or tap here to enter text. 	
6	Is your firm involved in any pending acquisition or mergers? ☐ Yes ☐ No	If yes, please provide additional information regarding the pending merger. Click or tap here to enter text. 	
7	List all names and contact information of all individuals legally authorized to commit the Vendor.	Name: Click or tap here to enter text. Title: Click or tap here to enter text. Phone: Click or tap here to enter text. Email: Click or tap here to enter text. Name: Click or tap here to enter text. Title: Click or tap here to enter text. Phone: Click or tap here to enter text. Email: Click or tap here to enter text. Name: Click or tap here to enter text. Title: Click or tap here to enter text. Phone: Click or tap here to enter text. Email: Click or tap here to enter text.	
8	Vendor does not have unresolved questioned cost, as identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the County department and remain unpaid for a period of six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.	Yes ☐	No ☐

REQUIRED FORMS – EXHIBIT 2

CERTIFICATION OF COMPLIANCE

Vendor certifies compliance with all programs, policies, and ordinances specified below.

TITLE		REFERENCE	CERTIFICATIONS
1	Certification of No Conflict of Interest	LACC 2.180	Certifies Compliance? ☐ Yes ☐ No
2	Familiarity with the County Lobbyist Ordinance Certification	LACC 2.160	Certifies Compliance? ☐ Yes ☐ No
3	Zero Tolerance Policy on Human Trafficking Certification	Motion	Certifies Compliance? ☐ Yes ☐ No
4	Compliance with Fair Chance Employment Hiring Practices Certification	Board Policy 5.250	Certifies Compliance? ☐ Yes ☐ No
5	Charitable Contributions Certification Enter the California Registry of Charitable Trusts “CT” number and upload a copy of firm’s 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 (if applicable) Click or tap here to enter text.	Board Policy 5.065	Check the Certification below that is applicable to your company. ☐ Vendor 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 Vendor 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 ☐ Vendor or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed in this document 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.
6	Attestation of Willingness to Consider GAIN/START Participants	Board Policy 5.050	Certifies Compliance? ☐ Yes ☐ No Willing to provide GAIN/START participants access to employee mentoring program? ☐ Yes ☐ No ☐ N/A-program not available
7	Contractor Employee Jury Service Program Certification Form & Application for Exception	LACC 2.203	Certifies Compliance? ☐ Yes ☐ No If No, identify exemption: ☐ My business does not meet the definition of “contractor,” as defined in the Program. ☐ My business is a small business as defined in the Program. ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program
8	Certification of Compliance with the County’s Defaulted Property Tax Reduction Program	LACC 2.206	Certifies Compliance? ☐ Yes ☐ No If No, identify exemption: Click or tap here to enter text.

REQUIRED FORMS – EXHIBIT 3
DEBARMENT HISTORY AND LIST OF TERMINATED CONTRACTS

Vendor's Name: [Click or tap here to enter text.](#)

1. DEBARMENT HISTORY (Check one)	YES	NO
Vendor is currently debarred by a public entity	☐	☐
If yes, please provide the name of the public entity:		
2. LIST OF TERMINATED CONTRACTS AND/OR MASTER AGREEMENTS (Check one)	YES	NO
Vendor has contracts that have been terminated in the past three (3) years.	☐	☐

If yes, please list all Contracts and/or Master Agreements that have been terminated prior to expiration within the last three (3) years.

Service:	Click or tap here to enter text.
Name of Entity:	Click or tap here to enter text.
Address:	Click or tap here to enter text.
Contact:	Click or tap here to enter text.
Telephone:	Click or tap here to enter text.
Email:	Click or tap here to enter text.
Termination Date:	Click or tap here to enter text.
Name/Contract No:	Click or tap here to enter text.
Reason for Termination:	Click or tap here to enter text.

Service:	Click or tap here to enter text.
Name of Entity:	Click or tap here to enter text.
Address:	Click or tap here to enter text.
Contact:	Click or tap here to enter text.
Telephone:	Click or tap here to enter text.
Email:	Click or tap here to enter text.
Termination Date:	Click or tap here to enter text.
Name/Contract No:	Click or tap here to enter text.
Reason for Termination:	Click or tap here to enter text.

Service:	Click or tap here to enter text.
Name of Entity:	Click or tap here to enter text.
Address:	Click or tap here to enter text.
Contact:	Click or tap here to enter text.
Telephone:	Click or tap here to enter text.
Email:	Click or tap here to enter text.
Termination Date:	Click or tap here to enter text.
Name/Contract No:	Click or tap here to enter text.
Reason for Termination:	Click or tap here to enter text.

REQUIRED FORMS – EXHIBIT 4
COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION

Refer to Excel Worksheet

REQUIRED FORMS – EXHIBIT 5

MINIMUM MANDATORY REQUIREMENTS

Vendor acknowledges and certifies that it meets and will comply with the Minimum Mandatory Requirements indicated below and as stated in Paragraph 3.0 (Minimum Mandatory Requirements), of this Request for Qualifications (RFQ).

List each minimum mandatory requirement (add additional rows if needed)

REQUIRED FORMS – EXHIBIT 6

LIST OF REFERENCES

Vendor's Name: [Click or tap here to enter text.](#)

Vendor's List of References will be used for review (or evaluation) purposes and to validate Vendor meets the Minimum Mandatory Requirements stated in the RFQ.. Vendor must provide 3 references that can speak to services provided by Vendor.

Vendor may also provide three (3) alternate references in the event that a reference is non-responsive. Please note that **no more than 6** references must be provided. It is the Vendor's responsibility to ensure accuracy of the information provided below.

REFERENCES	
REFERENCE 1	
AGENCY/DEPT:	Click or tap here to enter text.
SERVICE TYPE:	Click or tap here to enter text.
CONTRACT TERM:	Click or tap here to enter text.
CONTRACT AMT:	Click or tap here to enter text.
CONTACT:	Click or tap here to enter text.
TELEPHONE:	Click or tap here to enter text.
E-MAIL:	Click or tap here to enter text.
REFERENCE 2	
AGENCY/DEPT:	Click or tap here to enter text.
SERVICE TYPE:	Click or tap here to enter text.
CONTRACT TERM:	Click or tap here to enter text.
CONTRACT AMT:	Click or tap here to enter text.
CONTACT:	Click or tap here to enter text.
TELEPHONE:	Click or tap here to enter text.
E-MAIL:	Click or tap here to enter text.
REFERENCE 3	
AGENCY/DEPT:	Click or tap here to enter text.
SERVICE TYPE:	Click or tap here to enter text.
CONTRACT TERM:	Click or tap here to enter text.
CONTRACT AMT:	Click or tap here to enter text.
CONTACT:	Click or tap here to enter text.
TELEPHONE:	Click or tap here to enter text.
E-MAIL:	Click or tap here to enter text.

ALTERNATE REFERENCES	
ALTERNATE REFERENCE 1	
AGENCY/DEPT:	Click or tap here to enter text.
SERVICE TYPE:	Click or tap here to enter text.
CONTRACT TERM:	Click or tap here to enter text.
CONTRACT AMT:	Click or tap here to enter text.
CONTACT:	Click or tap here to enter text.
TELEPHONE:	Click or tap here to enter text.
E-MAIL:	Click or tap here to enter text.
ALTERNATE REFERENCE 2	
AGENCY/DEPT:	Click or tap here to enter text.
SERVICE TYPE:	Click or tap here to enter text.
CONTRACT TERM:	Click or tap here to enter text.
CONTRACT AMT:	Click or tap here to enter text.
CONTACT:	Click or tap here to enter text.
TELEPHONE:	Click or tap here to enter text.
E-MAIL:	Click or tap here to enter text.
ALTERNATE REFERENCE 3	
AGENCY/DEPT:	Click or tap here to enter text.
SERVICE TYPE:	Click or tap here to enter text.
CONTRACT TERM:	Click or tap here to enter text.
CONTRACT AMT:	Click or tap here to enter text.
CONTACT:	Click or tap here to enter text.
TELEPHONE:	Click or tap here to enter text.
E-MAIL:	Click or tap here to enter text.

REQUIRED FORMS – EXHIBIT 7

CONTRIBUTION AND AGENT DECLARATION FORM

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

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

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

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

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

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

REQUIRED FORMS – EXHIBIT 7
CONTRIBUTION AND AGENT DECLARATION FORM

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

A. COMPANY OR APPLICANT INFORMATION

1) Declarant Company or Applicant Name:

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

a) If applicable, identify all subcontractors that have been or will be named in your bid or proposal: [Click or tap here to enter text.](#)

b) If applicable, variations and acronyms of Declarant Company’s name used within the past 12 months: [Click or tap here to enter text.](#)

c) Identify all entities or individuals who have the authority to make decisions for you or Declarant Company about making contributions to a County Officer, regardless of whether you or Declarant Company have actually made a contribution:
[Click or tap here to enter text.](#)

[IF A COMPANY, ANSWER QUESTIONS 2 - 3]

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

a) Parent(s):

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

b) Subsidiaries:

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

c) Related Business Entities:

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

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

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

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

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

REQUIRED FORMS – EXHIBIT 7
CONTRIBUTION AND AGENT DECLARATION FORM

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

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

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

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

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

B. CONTRIBUTIONS

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

Date (contribution solicited, or directed)	Recipient Name (elected official)	Amount
<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>
<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>
<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>

*Please attach an additional page, if necessary.

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

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

*Please attach an additional page, if necessary.

REQUIRED FORMS – EXHIBIT 7
CONTRIBUTION AND AGENT DECLARATION FORM

C. DECLARATION

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

There are [Click or tap here to enter text.](#) additional pages attached to this Contribution Declaration Form.

COMPANY BIDDERS OR APPLICANTS

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

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

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

Signature

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

REQUIRED FORMS – EXHIBIT 7
CONTRIBUTION AND AGENT DECLARATION FORM

INDIVIDUAL BIDDERS OR APPLICANTS

I, [Click or tap here to enter text.](#), declare that the foregoing responses and the explanation on the attached sheet(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject me to consequences, including disqualification of my bid/proposal or delays in the processing of the requested license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

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

Signature

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

REQUIRED FORMS – EXHIBIT 8

SUPPLEMENTAL FISCAL INFORMATION (Submit only if providing unaudited financial statements)

1. Has Vendor ever been cited, delinquent or assessed penalties on taxes at either the state or federal level?	Yes No
If yes, describe the nature of each citation, determination of delinquency, or penalty assessment, and any resolutions to each citation, determination of delinquency, or assessment.	
2. Has Vendor ever owed any accrued penalties/interest to the Internal Revenue Service (IRS) or any state taxation agency, or requested an installment payment plan, or been held not in good standing?	Yes No
If yes, describe the situation, including dates, and ultimate resolution.	
3. Describe Vendor's accounting method or system, including software and any third-party vendors used.	
4. Describe Vendor's financial cash management methodology and revenue and expenditure controls.	
5. Describe Vendor's bank reconciliation process and procedures and specificity, whether someone other than the person who prepared, authorized, or signed disbursements or who processes receivables, prepares Vendor's bank reconciliation documents.	
6. Describe Vendor's payroll cycle, including timekeeping procedures, allocation of costs, and preparation of paychecks and payroll tax returns.	
7. Describe Vendor's methodology for cost allocation	

REQUIRED FORMS – EXHIBIT 9

DECLARATION

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IN EXHIBITS 1-8 IS TRUE AND CORRECT.

PRINT NAME: Click or tap here to enter text.	TITLE: Click or tap here to enter text.
SIGNATURE:	DATE: Click or tap here to enter text.



DEPARTMENT/COMMISSION NAME

REQUEST FOR SERVICES (RFS)

FOR

[INSERT SERVICE]

RFS No. [EO will issue this number]

Month Year

**Prepared By
[Insert who]**

**REQUEST FOR SERVICES (RFS)
FOR [INSERT SERVICE NAME]**

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
1.0 REQUEST FOR SERVICES TIMELINE	X
2.0 PROCESS	X
3.0 SCOPE OF SERVICES	X
4.0 MINIMUM REQUIREMENTS	X
5.0 WORK ORDER TERM	X
6.0 SPECIFIC PROVISIONS	X
7.0 CONTACT WITH COUNTY PERSONNEL	X
8.0 VENDOR'S QUESTIONS	X
9.0 SOLICITATION REQUIREMENTS REVIEW	X
10.0 SUBMISSION INSTRUCTIONS	X
11.0 TRUTH AND ACCURACY OF REPRESENTATIONS	X
12.0 VENDOR'S RESPONSE	X
13.0 EVALUATION AND SELECTION PROCESS	XX
14.0 NON-SELECTED RESPONDENT RIGHTS	XX
15.0 WORK ORDER AWARD	XX
16.0 NOTICE TO VENDORS REGARDING THE PUBLIC RECORDS ACT	XX
17.0 COUNTY RIGHTS AND RESPONSIBILITIES	XX

ATTACHMENTS

ATTACHMENT 1: - STATEMENT OF WORK

ATTACHMENT 2: - TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

ATTACHMENT 3 – RESPONSE COVER SHEET

ATTACHMENT 4 - RESPONSE TO REQUESTED INFORMATION

ATTACHMENT 5 – REFERENCES

ATTACHMENT 6 - STAFFING PLAN AND PRICEING SCHEDULE[Example]

REQUEST FOR SERVICES FOR [INSERT SERVICE]

1.0 REQUEST FOR SERVICES TIMELINE

County Department/Commission:

Request for Services (RFS) Number: CAPSMA – EO -#

Release Date:

Written Questions Due Date:

Solicitations Requirements Review:

Question and Answer Release:

Response Due Date and Time:

2.0 PROCESS

Through this RFS, [insert EO or commission] is soliciting for a Work Order, subordinate to the Consulting and Professional Services Master Agreement (CAPSMA) with a qualified corporation, firm, or individual (Vendor), who can provide [insert brief description of service]. Vendors interested in this RFS, who do not have an executed CAPSMA, must also respond and be awarded a CAPSMA through the Request for Qualifications (RFQ) for a CAPSMA available on the (insert website). The selected Vendor must have an executed CAPSMA with the Board of Supervisors Executive Office (EO) prior to award of a Work Order pursuant to this RFS.

3.0 SCOPE OF SERVICES

3.1 Background

3.2 Purpose

3.3 Services

A description of the required services is provided in ATTACHMENT 1 – STATEMENT OF WORK. Vendor will satisfactorily perform the services set forth in the Statement of Work (SOW).

[If the details of the SOW are not available and will be developed based on Vendor's response, then include the Scope of Services in this section. If the SOW is available, include a brief description and refer to the SOW as an Attachment 1.]

4.0 MINIMUM REQUIREMENTS

Interested Vendors that can demonstrate their ability to provide the services in this RFS, Section 3.3 - Scope of Services, are encouraged to respond to this solicitation provided they meet the following minimum requirements:

4.1 A) Vendor must have a current status as a CAPSMA contractor.

OR

B) Vendors that do not have a current status as a CAPSMA contractor may respond to this RFS if they submit a Response to EO's RFQ for CAPSMA and are issued a CAPSMA. Vendors who fall into this category must respond to BOTH the RFQ and this RFS by **DATE/TIME**. These Vendors must meet the qualifications to be a CAPSMA contractor in order for their Response to this RFS to be considered. The RFQ can be found at: **(insert website)**

4.2 **[Insert your requirements here]** Vendor or Principal of Vendor must have minimum of three (3) years of experience within the last five (5) years

4.3 **(This requirement only applies to Vendors that have had a County contract reviewed by the Department of the Auditor-Controller within the last 10 years).** Vendor does not have unresolved questioned costs identified by the Department of the Auditor-Controller, in an amount over \$100,000, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

5.0 WORK ORDER TERM

The term of the Work Order will be for **[insert time]** from the time of execution with one (1) option to extend for an additional **[insert time]** as required by business needs within EO.

County reserves the right to further extend the term of the resultant Work Order at its sole discretion, to allow the selected Vendor additional time to complete and provide all deliverables at no additional cost to County.

6.0 CONTACT WITH COUNTY PERSONNEL

All communication regarding this Solicitation or any matter relating thereto must be in writing and e-mailed to the following:

CAPSMA Administrator
E-mail address: CAPSMA@bos.lacounty.gov

If it is discovered that Vendor contacted and received information from any County personnel, other than the contact specified above, regarding this solicitation, County, in its sole determination, may disqualify their Response from further consideration.

7.0 VENDOR'S QUESTIONS

Vendors may submit written questions regarding this solicitation to the e-mail address identified in Section 7.0 – Contact with County Personnel. All questions submitted will be compiled, without identifying the submitting Vendor and, along with the appropriate answers, will be issued as an addendum to the RFS and made available on the (insert website)

When submitting questions, identify the solicitation title and number in the subject line. The body of the e-mail should indicate the solicitation section number and page number and quote the language that prompted the question. County reserves the right to group similar questions when providing answers. Any questions regarding the solicitation process after the initial due date and time may be submitted to the contact listed in Section 7.0 – Contact with County Personnel.

9.0 SOLICITATION REQUIREMENTS REVIEW

Any person or entity may seek a Solicitation Requirements Review by submitting ATTACHMENT 2 – TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW to the EO as described in this Section. A request for a Solicitation Requirements Review may be denied, in the EO's sole discretion, if the request does not satisfy all of the following criteria:

1. The request is made within the time frame identified in the solicitation document;
2. The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a Response;
3. The request itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
4. The request asserts that either:
 - a. application of the minimum requirements, review criteria and/or business

requirements unfairly disadvantages the person or entity; or,

- b. due to unclear instructions, the process may result in County not receiving the best possible Responses from prospective Vendors.

Requests for a Solicitation Requirements Review not satisfying all of these criteria may, in the EO's sole discretion, be denied. The Solicitation Requirements Review shall be completed and EO's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the Response due date.

10.0 SUBMISSION INSTRUCTIONS

Vendor shall email one (1) PDF Response to the e-mail address listed in Section 7.0 – Contact with County Personnel, by the Response Due Date and Time indicated on page 1 of this solicitation. It is the sole responsibility of the submitting Vendor to ensure that its solicitation Response is received before the submission deadline.

11.0 TRUTH AND ACCURACY OF REPRESENTATIONS

False, misleading, incomplete, or deceptively unresponsive statements in connection with any Response shall be sufficient cause for rejection of the Response. The review and determination in this area shall be at the sole judgment of the Executive Officer and his/her judgment shall be final. A Vendor who is disqualified pursuant to this Section 11.0 may be debarred from working with the County.

12.0 VENDOR'S RESPONSE

The RFS Response shall be submitted in PDF format, and shall contain the following content and be prepared in the following sequence:

ATTACHMENT 3 – RESPONSE COVER SHEET

ATTACHMENT 4 - RESPONSE TO REQUESTED INFORMATION

ATTACHMENT 5 – REFERENCES

ATTACHMENT 6- STAFFING PLAN AND PRICING SCHEDULE [Example]

13.0 REVIEW AND SELECTION PROCESS

County reserves the sole right to exercise its judgment concerning the selection and review of the contents of the Responses submitted pursuant to this RFS and to determine which Respondent best serves the interests of the County.

As a result of this RFS, County may:

1. Request further information, documents, presentations, demonstrations, and/or conference call(s) or in-person interviews substantiating Vendors' qualifications, experience, and readiness to provide the services described in the RFS;
2. Enter into contract negotiations based on Vendor's submission; and/or
3. Take no further action.

13.1 Response Selection Process

The selection process will begin with receipt of the Response by the Response Due Date and Time. Any Responses received after the "Response Due Date and Time," as listed in Section 1.0, REQUEST FOR SERVICES TIMELINE, will be eliminated from consideration by EO. Review of timely received Responses will be conducted in two phases.

13.1.1 Phase One – (Acceptable/Unacceptable)

Phase One will be conducted by EO Contracts staff.

A. Adherence to the Minimum Requirements

During Phase One, an acceptable or unacceptable review will be made of Vendor's Response to ATTACHMENT 4, RESPONSE TO REQUESTED INFORMATION, Section 3.1, Vendor's Minimum Requirements, to see if Vendor meets the Minimum Requirement as outlined in Section 4.0, MINIMUM REQUIREMENTS, of this RFS. Failure by Vendor to comply and demonstrate that it meets the Minimum Requirements may, in County's sole discretion, result in its Response being disqualified without further review and consideration.

B. Verification Process

A review will be conducted of the Vendor's references provided in ATTACHMENT 5 – REFERENCES, as acceptable or unacceptable. The review also includes, but is not limited to, a review of the Auditor Controller's Intranet website, and the Contractor Alert Reporting Database reflecting past performance history on County contracts.

Vendor must provide four references (2 plus 2 alternates) who can validate Vendor's experience and dates of service listed

in ATTACHMENT 5, REFERENCES. It is the sole responsibility of Vendor to ensure that the reference contact information is up to date and the reference contact person has been notified. County may disqualify Vendor if any reference fails to uphold any of the requested information or is unreachable within a reasonable effort.

13.1.2 Phase Two – Evaluation of Written Material

Phase Two will be conducted by an Evaluation Committee selected by County. The Review Committee will conduct an evaluation based on the County's Informed Averaging Policy to assess each Response as defined in the criteria listed below and select the highest ranked Vendors.

A. Vendor's Personnel and Experience

Vendor's Response will be evaluated on the appropriateness and suitability of its response to ATTACHMENT 4, RESPONSE TO REQUESTED INFORMATION, Section 3.2, Background and Experience to determine if Vendor has the qualifications, experience, and capacity to provide the services outlined herein.

B. Vendor's Approach and Methodology

Vendor's Response will be evaluated on the appropriateness and suitability of its response to ATTACHMENT 4, RESPONSE TO REQUESTED INFORMATION, Section 3.3, Vendor's Approach and Methodology to determine if Vendor's response has a superior approach to providing the requested services.

C. Vendor's Staffing and Pricing Schedule [if applicable]

An evaluation will be conducted on the appropriateness and suitability of Vendor's response to ATTACHMENT 6, STAFFING AND PRICING SCHEDULE.

County retains the right to select Responses other than the highest ranked Response. If County determines, in its sole discretion, another Response is the most overall qualified, cost-effective, responsive, responsible and in the best interests of the County.

13.2 Disqualification Review

A Response may be disqualified from consideration because EO determined it was non-responsive at any time during the review/selection process. If EO determines that a Response is disqualified due to non-responsiveness, EO shall notify Vendor in writing.

Upon receipt of the written determination of non-responsiveness, Vendor may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

A request for a Disqualification Review may, in EO's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The request for a Disqualification Review is submitted within the timeframe specified in the disqualification documents; and
2. The request for a Disqualification Review asserts that EO's disqualification of the Response was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

Requests for a Disqualification Review not satisfying all these criteria may, in EO's sole discretion, be denied. The Disqualification Review shall be completed and the determination shall be provided to the requesting Vendor, in writing, prior to the conclusion of the selection process.

14.0 NON-SELECTED RESPONDENT RIGHTS

14.1 Debriefing Process

Upon completion of the review, EO shall notify the remaining Vendors in writing that the Department is entering negotiations with another Vendor. Upon receipt of the letter, any non-selected Vendor may submit a written request for a Debriefing within the timeframe specified in the letter. A request for a Debriefing may, in EO's sole discretion, be denied if the request is not received within the specified timeframe.

The purpose of the Debriefing is to compare the requesting Vendor's Response to the Solicitation document with the review document. The requesting Vendor shall be debriefed only on its Response. Because Work Order negotiations are not yet completed, Responses from other Vendors shall not be discussed or disclosed, although EO may inform the requesting Vendor of its relative ranking.

Vendor may submit an appeal within two (2) days after the Debriefing if the requesting Vendor is not satisfied with the results of the Debriefing.

14.2 Protest Process

County will consider any protest regarding Vendors not recommended for award of a Work Order under this RFS, if such protest would change the outcome of the Work Order award selection and is received in writing by the EO by the deadline indicated in Section 14.1.3 of the RFS. A protest may, in EO's sole discretion be denied if the request does not satisfy all of the following criteria.

The request for an protest is submitted timely;

The person or entity appealing asserts, in appropriate detail with factual reasons, one or more of the following grounds for review:

- A. County materially failed to follow procedures specified in its RFS.

This includes:

- 1. Failure to correctly apply the standards for reviewing the Response format requirements.
- 2. Failure to correctly apply the standards and/or follow the prescribed methods, for reviewing the Responses as specified in the RFS.
- 3. Use of review and selection criteria that was different from the criteria disclosed in the RFS.

- B. A member of the Review Committee demonstrated bias in the conduct of the review.

- C. Another basis for review as provided by State or federal law.

Vendors will be notified by EO of the decision on any protest which is received by EO in a timely manner. Such notification will explain the basis for the decision. The EO's decision on any protest will be final.

15.0 WORK ORDER AWARD

A Work Order will be executed with the selected Vendor(s) as authorized under delegated authority by the County's Board of Supervisors. The Statement of Work to the Work Order shall be agreed upon by the selected Vendor and County, based on Vendor's Response.

16.0 NOTICE TO VENDORS REGARDING THE PUBLIC RECORDS ACT

- 16.1 Responses to this solicitation shall become the exclusive property of County.
- 16.2 Exceptions to disclosure are those parts or portions of all Responses that are justifiably defined as business or trade secrets and plainly marked by the Vendor as "Trade Secret", "Confidential", or "Proprietary".
- 16.3 County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. **A blanket statement of confidentiality or the marking of each page of the Response as confidential shall not be deemed sufficient notice of exception. The Vendors must specifically label only those provisions of their respective Response which are "Trade Secrets", "Confidential", or "Proprietary" in nature.**
- 16.4 In the event 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 Response marked "Trade Secrets", "Confidential", or "Proprietary", Vendor agrees to defend and indemnify County from all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action, proceedings, or liability arising in connection with the Public Records Act request.

17.0 COUNTY RIGHTS AND RESPONSIBILITIES

County has the right to amend, re-issue, or cancel this RFS by written addendum. County is responsible only for that, which is expressly stated in this solicitation document and any authorized written addenda thereto. Such addendum shall be made available (**insert website**). Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the Response not being considered, as determined in the sole discretion of County. County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

REQUEST FOR SERVICES

STATEMENT OF WORK

[Insert Services] SERVICES

[Use for specific project]

TABLE OF CONTENTS

SECTION	TITLE	PAGE
1.0	BACKGROUND AND OVERVIEW	X
2.0	DEFINITIONS	X
3.0	REQUIRED SERVICES TO BE PROVIDED/DELIVERABLES	X
4.0	RESPONSIBILITIES – COUNTY	X
4.1	Personnel.....	X
5.0	RESPONSIBILITIES – CONTRACTOR.....	X
5.1	Project Manager.....	X
5.2	Personnel.....	X
5.3	Materials and Equipment.....	X
6.0	OTHER	
6.1	Meetings	X
6.2	County Observations.....	X
6.3	Contractor Discrepancy Report (Attachment A)	X
6.4	Performance Requirements Summary Chart (Attachment B).....	X
7.0	IMPLEMENTATION PLAN.....	X

ATTACHMENTS (If Applicable)

Attachment A – Contractor Discrepancy Report (CDR)

Attachment B – Performance Requirements Summary (PRS) CHART

STATEMENT OF WORK (SOW)

This Attachment 1 sets forth the general terms of the Statement of Work (SOW) for **[Insert Services]** Services (Services or services) to be provided by Contractor pursuant to the Work Order resulting from the Request for Services (RFS).

1.0 BACKGROUND AND OVERVIEW

2.0 DEFINITIONS

Unless defined herein, the terms and phrases used throughout this SOW will have the meanings given to such terms in the Master Agreement or the RFS. The terms and phrases used throughout this SOW, with the initial letter capitalized where applicable, will have the meanings specified below in this Section 2.0.

- 2.1 **Business Hours:** Monday through Friday, 8:00 a.m. to 5:00 p.m. Pacific Time ("PT"), excluding County observed holidays.
- 2.2 **Contract Discrepancy Report (CDR):** A County issued report to the Contractor based on the form set forth in Attachment A to this SOW. The CDR will be used by County's Program Manager to record discrepancies or problems with Contractor's compliance with the provisions of the Master Agreement, including the SOW for this Work Order. A copy of the CDR will be provided to Contractor for response and corrective action as necessary.
- 2.3 **Performance Requirements Summary (PRS) Chart:** A document that shall be used by County for identifying critical and minimum acceptable performance requirements related to the Work Order, including the SOW, which will be evaluated by County to determine whether Contractor meets the applicable performance requirements.

3.0 REQUIRED SERVICES TO BE PROVIDED/DELIVERABLES

Contractor shall provide **[Insert Services]** Services ("Services" or "services"). Services are to be completed within **twelve (12) months** of the Work Order execution. The specific Services to be provided shall include, but not be limited to, the following:

- 3.1 Contractor shall **[Insert specifics]**

4.0 RESPONSIBILITIES – COUNTY

County will administer the Work Order according to Master Agreement, Paragraph 6.0, ADMINISTRATION OF MASTER AGREEMENT - COUNTY.

5.0 RESPONSIBILITIES – CONTRACTOR

5.1 Project Manager

- 5.1.1 Contractor must provide a Project Manager, and a designated alternate, who will be responsible for day-to-day activities and management and coordination of the Work Order. County must have access to the Project Manager/designated alternate during regular Business Hours.
- 5.1.2 Project Manager/designated alternate will act as a central point of contact with County.
- 5.1.3 Project Manager must have a minimum of [insert number of years] of experience with [insert scope of experience required].
- 5.1.4 Project Manager/designated alternate will have full authority to act on behalf of Contractor regarding all matters relating to the daily operations of the Work Order.
- 5.1.5 Project Manager/designated alternate must be able to effectively communicate, in English, both orally and in writing.

5.2 Personnel

- 5.2.1 Contractor shall assign a sufficient number of personnel to perform the Services. Where there is a vacancy, a replacement will be made within thirty (30) days. All personnel must be approved by County Program Manager before being assigned to the Work Order.
- 5.2.2 All of Contractor's personnel providing Services under the Work Order must be able to effectively communicate in English, both orally and in writing.
- 5.2.3 Contractor must institute and maintain appropriate supervision of all personnel providing Services on behalf of Contractor pursuant to the Work Order.

5.3 Materials and Equipment [if applicable]

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

6.0 OTHER

6.1 Meetings

Contractor must attend any scheduled meetings (e.g. in person, telephone/video conference) with County staff, as required by County.

6.2 County Observations

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

6.3 Contractor Discrepancy Report (Attachment A)

6.3.1 Verbal or written notification of a discrepancy will be made to Contractor's Project Manager as soon as possible whenever a discrepancy is identified. The problem must be resolved within a time period mutually agreed upon by County and Contractor.

6.3.2 County's Program Manager will determine whether a formal CDR (Attachment A) will be issued. Upon receipt of this document, Contractor is required to respond in writing to the County within five (5) business days of receipt of the CDR, provide to County's Program Manager a written response, which must include a corrective action plan and proposed timeframe(s) for improving performance to an acceptable level and preventing re-occurrence of the deficiencies identified in the CDR.

6.4 Performance Requirements Summary Chart (Attachment B)

6.4.1 This Work Order includes certain critical and minimum acceptable requirements of Contractor's performance of the Work Order issued thereunder in a Performance Requirements Summary as set forth in Attachment B – Performance Requirements Summary (PRS) Chart to this SOW.

6.4.2 The provisions listed in the PRS Chart are intended to be consistent with the requirements of the Work Order, including this SOW, and not to create, extend, revise or expand any obligations of Contractor beyond such requirements. In the event of apparent inconsistency between the requirements of the Work Order including this SOW, as applicable, and the PRS Chart, the meaning apparent in the Work Order, will prevail.

6.4.3 Failure by Contractor to comply with the requirements set forth in the PRS Chart at any time during the term of the Work Order will entitle

County, at its sole discretion, to assess credits, fees or other financial deductions against Contractor as specified in the PRS Chart.

7.0 IMPLEMENTATION PLAN [if applicable]

Contractor will develop an implementation plan which must be approved by County. The implementation plan must be finalized within ten (10) calendar days of executing the Work Order. Implementation activities are to be completed according to the timelines agreed upon by Contractor and County and will be documented and/or submitted as specified. Any updates to the implementation plan must have County's approval. All program documents, completed materials, evaluations, etc., must be maintained on file and available for review by County upon request. Any failure by Contractor to comply with the implementation plan may constitute a material breach of this Work Order, upon which County may take corrective action, up to and including termination of this Work Order.

CONTRACT DISCREPANCY REPORT

CONTRACTOR RESPONSE DUE BY _____ (enter date and time)

Date:		Contractor Response Received:			
Contractor:	Contract No.	County's Project Manager:			
Contact Person:	Telephone: () -	County's Project Manager Signature:			
Email:		Email:			
A contract discrepancy(s) is specified below. Contractor will take corrective action and respond back to County personnel identified above by the date required. Failure to take corrective action or respond to this Contract Discrepancy Report by the date specified may result in the deduction of damages.					
No.	Contract Discrepancy	Contractor's Response*	County Use Only		
			Date Correction Due	Date Completed	Approved
1					
2					
3					
4					

*Use additional sheets if necessary

Contractor's Representative Signature

Date Signed

**Additional
Comments:**

Request for Services No. CAPSMA EO-## [Insert Services] Services
SOW Attachments

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED BY COUNTY
SOW: Paragraph 3.0 - Required Services to be Provided/Deliverables; Sub-paragraph #	Contractor will [insert what and when]	Receipt and review of the Contractor's [insert action or deliverable]	[Insert deduction or fee]
SOW: Paragraph 3.0 - Required Services to be Provided/Deliverables; Sub-paragraph #	Contractor will [insert what and when]	Receipt and review of the Contractor's [insert action or deliverable].	[Insert deduction or fee]
SOW: Paragraph 3.0 - Required Services to be Provided/Deliverables; Sub-paragraph #	Contractor will [insert what and when]	Receipt and review of the Contractor's [insert action or deliverable]	[Insert deduction or fee]

Request for Services No. CAPSMA- EO-## [Insert Services] Services
SOW Attachments

**REQUEST FOR SERVICES
STATEMENT OF WORK
[Insert Services] SERVICES**

(Used to select multiple contractors for future Service Requesting)

TABLE OF CONTENTS

SECTION	TITLE	PAGE
1.0	BACKGROUND AND OVERVIEW	X
2.0	DEFINITIONS	X
3.0	SERVICES	X
4.0	COUNTY RESPONSIBILITIES.....	X
5.0	CONTRACTOR RESPONSIBILITIES	X
5.1	Project Manager.....	X
5.2	Personnel.....	X
5.3	Materials and Equipment.....	X
6.0	OTHER	
6.1	Meetings	X
6.2	County Observations.....	X
6.3	Contractor Discrepancy Report (Attachment A)	X

ATTACHMENTS (If Applicable)

Attachment A – Contractor Discrepancy Report (CDR)

Attachment B – Service Request

STATEMENT OF WORK (SOW)

This Attachment 1 sets forth the general terms of the Statement of Work (SOW) for [insert service] Services (Services or services) to be provided by Contractor pursuant to the Work Order resulting from the Request for Services (RFS).

1.0 BACKGROUND AND OVERVIEW

2.0 DEFINITIONS

Unless defined herein, the terms and phrases used throughout this SOW will have the meanings given to such terms in the Master Agreement or the RFS. The terms and phrases used throughout this SOW, with the initial letter capitalized where applicable, will have the meanings specified below in this Section 2.0.

2.1 **Business Hours:** Monday through Friday, 8:00 a.m. to 5:00 p.m. Pacific Time ("PT"), excluding County observed holidays.

2.2 **Contract Discrepancy Report (CDR):** A County issued report to the Contractor based on the form set forth in Attachment A to this SOW. The CDR will be used by County's Program Manager to record discrepancies or problems with Contractor's compliance with the provisions of the Master Agreement, including the SOW for this Work Order. A copy of the CDR will be provided to Contractor for response and corrective action as necessary.

2.3 **CAPSMA:** Consulting and Professional Services Master Agreement executed between County and Contractor.

3.0 SERVICES

From time to time, [insert EO or commission name] needs various types of Services to [insert info]. Services include

A form, substantially similar to Attachment B, Service Request, will be issued by [insert who] to order Services from CAPSMA Contractors with existing Work Orders for Services. The Service Request will include the required scope, additional Contractor qualifications and/or requirements, timeframe for completion, selection criteria, and any other information necessary for Contractor to respond with a price and staff resumes.

When a Contractor is selected, the Service Request will be signed and incorporated by reference into Contractor's Work Order.

4.0 COUNTY RESPONSIBILITIES

County will administer the Work Order according to Master Agreement, Paragraph 6.0, ADMINISTRATION OF MASTER AGREEMENT - COUNTY.

5.0 CONTRACTOR RESPONSIBILITIES

5.1 Work Order Manager

- 5.1.1** Contractor must provide a Work Order Manager, and a designated alternate, who will be responsible for day-to-day activities and management and coordination of the Work Order. County must have access to the Work Order Manager/designated alternate during regular Business Hours. Contractor shall notify County in writing of any change in name or address of the Work Order Manager and alternate.
- 5.1.2** Work Order Manager/designated alternate will act as a central point of contact with County regarding the Work Order and any Service Requests.
- 5.1.3** Work Order Manager and alternate must have a minimum of **# years** of experience within the last five years of experience with **Services**.
- 5.1.4** Work Order Manager/designated alternate will have full authority to act on behalf of Contractor regarding all matters relating to the daily operations of the Work Order.
- 5.1.5** Work Order Manager/designated alternate must be able to effectively communicate, in English, both orally and in writing.

5.2 Personnel

- 5.2.1** The Contractor shall assign a sufficient number of personnel to perform the Services in any subsequent Service Request. All personnel must be approved by the County Program Manager before being assigned to the Service Request.
- 5.2.2** All of Contractor's personnel providing Services must be able to effectively communicate in English, both orally and in writing.
- 5.2.3** Contractor must institute and maintain appropriate supervision of all personnel providing Services on behalf of Contractor pursuant to the Service Request.

5.3 Materials and Equipment

The purchase of all materials/equipment to provide the needed Services is the responsibility of Contractor. Contractor must use materials and equipment that

are safe for the environment and safe for use by the employee.

6.1 Meetings

Contractor must attend any scheduled meetings (e.g. in person, telephone/video conference) with County staff, as required by County.

6.2 County Observations

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

6.0 Contractor Discrepancy Report (Attachment A)

Verbal or written notification of a discrepancy will be made to the Contractor's Work Order Manager as soon as possible whenever a discrepancy is identified. The problem must be resolved within a time period mutually agreed upon by County and Contractor. County's Program Manager will determine whether a formal CDR (Attachment A) will be issued. Upon receipt of this document, Contractor is required to respond in writing to County within five (5) business days of receipt of the CDR, provide to County's Program Manager a written response, which must include a corrective action plan and proposed timeframe(s) for improving performance to an acceptable level and preventing re-occurrence of the deficiencies identified in the CDR

CONTRACT DISCREPANCY REPORT

CONTRACTOR RESPONSE DUE BY _____ (enter date and time)

Date:		Contractor Response Received:			
Contractor:	Contract No.	County's Project Manager:			
Contact Person:	Telephone: () -	County's Project Manager Signature:			
Email:		Email:			
A contract discrepancy(s) is specified below. Contractor will take corrective action and respond back to County personnel identified above by the date required. Failure to take corrective action or respond to this Contract Discrepancy Report by the date specified may result in the deduction of damages.					
No.	Contract Discrepancy	Contractor's Response*	County Use Only		
			Date Correction Due	Date Completed	Approved
1					
2					
3					
4					

*Use additional sheets if necessary

Contractor's Representative Signature

Date Signed

**Additional
Comments:**

SERVICE REQUEST

Number:	Date Requested:	Response Date Due:
Minimum Requirements:		
Scope of Services:		
Deliverables:		
Service Start and End Dates:		
Pricing:		

ATTACHMENT 2

Vendors requesting a Solicitation Requirements Review must submit this form to County within the timeframe identified in the solicitation document.

Vendor Name:	Date of Request:
Solicitation Title:	Solicitation No.:

A **Solicitation Requirements Review** is being requested because the Vendor asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- ☐ Application of **Minimum Requirements**
- ☐ Application of **Business Requirements**
- ☐ Application of **Response Review Criteria**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses from prospective proposers/bidders.

For each area contested, Vendor must explain in detail the factual reasons for the requested review. *(Attach supporting documentation and specify the underlying authority of the person or entity submitting a proposal/bid (e.g., letterhead, business card, etc.).)*

Request submitted by:

(Name)

(Title)

<i>For County use only</i>	
Date SRR Request Received by County: _____	Date Solicitation Released: _____
Reviewed by: _____	

RESPONSE COVER SHEET

Please use the following guidelines to submit your Request for Services (RFS) Response in PDF format. The purpose of this document is to ensure that the Respondent has submitted all attachments with its Response.

REQUIRED ATTACHMENTS

The Response will contain the listed attachments below as described in Section 12.0, VENDOR'S RESPONSE of the RFS.

LIST OF REQUIRED ATTACHMENTS**ATTACHMENTS INCLUDED**

ATTACHMENT 4 – RESPONSE TO REQUESTED INFORMATION.....	☐
Supporting documentation/attachments (if applicable)	☐
ATTACHMENT 5 – REFERENCES.....	☐
ATTACHMENT 6 – STAFFING PLAN AND PRICING.....	☐

RESPONDENT'S DECLARATION AND SIGNATURE

Respondent acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this Response are made, the Response may be disqualified from consideration. The evaluation and determination in this area will be at the sole judgment of the Executive Officer, or designee, whose judgment will be final. **DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.**

RESPONDENT'S NAME:		COUNTY WEBVEN NUMBER:
PHONE NUMBER:	EMAIL:	
RESPONDENT OFFICIAL NAME AND TITLE (PRINT):		
SIGNATURE		DATE

RESPONSE TO REQUESTED INFORMATION

1.0 INSTRUCTIONS

Vendor will provide a detailed narrative for each section below and any additional supporting documentation/attachments must be referenced in the narrative. Responses to this Attachment will be reviewed as indicated in the Request for Services (RFS), Section 13.0, EVALUATION AND SELECTION PROCESS. Any supporting documentation/attachments not referenced in the narrative will not be included in the review and selection process. **MISLEADING, INCOMPLETE OR DECEPTIVELY UNRESPONSIVE STATEMENTS IN CONNECTION WITH THIS RESPONSE MAY RESULT AS NON-RESPONSIVE AS INDICATED IN RFS, SECTION 14.0, DISQUALIFICATION REVIEW.**

2.0 VENDOR CONTACT

Vendor will identify a primary point of contact as part of its Response as follows:

Vendor Name Click or tap here to enter text.

Headquarters Address: Click or tap here to enter text.

Vendor Website: Click or tap here to enter text.

Primary Point of Contact:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Mailing Address: Click or tap here to enter text.

Email Address: Click or tap here to enter text.

Phone Number: Click or tap here to enter text.

3.0 RESPONSE QUESTIONS

3.1 Vendor's Minimum Requirements

- A. Provide your agency's current Consulting and Professional Services Master Agreement Number (CAPSMA) or indicate the **DATE** your agency submitted a response to the RFQ for CAPSMA.

Enter CAPSMA number or date RFQ for CAPSMA was submitted

- B. Provide a narrative that demonstrates the Vendor or Principal of Vendor meets the minimum requirements as described in RFS, Section 4.0, MINIMUM REQUIREMENTS, Sub-section 4.2. Your response must include all relevant contracted experience and background information with **contract start and end dates** which will include the **month, day, and year**. Please indicate if the service is currently ongoing; enter today's date as the end date.

Start Date:Click or tap to enter a date.	End Date:Click or tap to enter a date.
☐ Please check this box if service is current.	
Narrative: Click or tap here to enter text.	

Start Date:Click or tap to enter a date.	End Date:Click or tap to enter a date.
☐ Please check this box if service is current.	
Narrative: Click or tap here to enter text.	

Start Date:Click or tap to enter a date.	End Date:Click or tap to enter a date.
☐ Please check this box if service is current.	
Narrative: Click or tap here to enter text.	

Start Date:Click or tap to enter a date.	End Date:Click or tap to enter a date.
☐ Please check this box if service is current.	
Narrative: Click or tap here to enter text.	

Start Date:Click or tap to enter a date.	End Date:Click or tap to enter a date.
☐ Please check this box if service is current.	
Narrative: Click or tap here to enter text.	

- C. If Respondent's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Respondent must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000, that are confirmed to be disallowed costs by the contracting County department, and

remain unpaid for six (6) months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

- ☐ Yes, I have been audited within the last 10 years and do not have over \$100,000 in disallowed costs.
- ☐ Yes, I have been audited within the last 10 years and have over \$100,000 in disallowed cost.
- ☐ Not applicable. I have not been audited by the County Department of the Auditor-Controller in the last 10 years.

3.2 Vendor's Background and Experience

- A. Describe relevant experience and qualifications, professional certifications/licenses, education, training, special skills and other abilities to successfully perform the required services, as described in ATTACHMENT 1 – SOW. Ensure your response includes any experience working with County departments or other public sector organizations providing the same or similar service.

Click or tap here to enter text.

- B. Provide an overview that demonstrates that the Vendor or Principal of Vendor has the background, experience, and other qualifications to provide [insert type of services] Services or Services equivalent to or similar to the Services identified in ATTACHMENT 1 – SOW.

Click or tap here to enter text.

3.3 Vendor's Approach and Methodology

Provide a description of your approach and methodology in providing the deliverable and services, as described in ATTACHMENT 1 – SOW. Ensure your response to each question includes a detailed explanation.

- A. Develop and provide a work plan describing the deliverables timeline or schedule, major tasks and subtasks that outlines the approach for addressing the required services in Attachment 1- SOW.

Click or tap here to enter text.

- B. Describe how Vendor will perform and deliver the specific requirements described in Attachment 1 - SOW, Section 3.0 REQUIRED SERVICES TO BE PROVIDED/DELIVERABLES, Sub-Section 3.1.

Click or tap here to enter text.

- C. Describe how Vendor will perform and deliver specific requirements described in Attachment 1, SOW, Section 3.0 REQUIRED SERVICES TO BE PROVIDED/DELIVERABLES, Subsection 3.2.

Click or tap here to enter text.

- D. Describe how your Vendor will perform and deliver specific requirements described in Attachment 1, SOW, Section 3.0 REQUIRED SERVICES TO BE PROVIDED/DELIVERABLES, Subsection 3.3.

Click or tap here to enter text.

- E. Detail a staffing plan with the key project team members identified by name, title and specific responsibilities on the project. An organizational chart/list and resumes of key personnel that will be responsible for the delivery of services and their roles shall be provided.

Click or tap here to enter text.

- F. Summarize the qualifications and experience relating to [insert services] services and provide a description of one similar project.

Click or tap here to enter text.

- G. Provide any additional information and supporting materials deemed relevant.

Click or tap here to enter text.

REFERENCES

Vendor's Name: Click or tap here to enter text.

Vendor's List of References will be used for review (or evaluation) purposes and to validate Vendor meets the Minimum Mandatory Requirements stated in the RFQ.. Vendor must provide 2 references that can speak to services provided by Vendor.

Vendor may also provide two (2) alternate references in the event that a reference is non-responsive. Please note that **no more than 4** references must be provided. It is the Vendor's responsibility to ensure accuracy of the information provided below.

REFERENCES	
REFERENCE 1	
AGENCY/DEPT:	<u>Click or tap here to enter text.</u>
SERVICE TYPE:	<u>Click or tap here to enter text.</u>
CONTRACT TERM:	<u>Click or tap here to enter text.</u>
CONTRACT AMT:	<u>Click or tap here to enter text.</u>
CONTACT:	<u>Click or tap here to enter text.</u>
TELEPHONE :	<u>Click or tap here to enter text.</u>
E-MAIL:	<u>Click or tap here to enter text.</u>
REFERENCE 2	
AGENCY/DEPT:	<u>Click or tap here to enter text.</u>
SERVICE TYPE:	<u>Click or tap here to enter text.</u>
CONTRACT TERM:	<u>Click or tap here to enter text.</u>
CONTRACT AMT:	<u>Click or tap here to enter text.</u>
CONTACT:	<u>Click or tap here to enter text.</u>
TELEPHONE :	<u>Click or tap here to enter text.</u>
E-MAIL:	<u>Click or tap here to enter text.</u>

ALTERNATE REFERENCES	
ALTERNATE REFERENCE 1	
AGENCY/DEPT:	<u>Click or tap here to enter text.</u>
SERVICE TYPE:	<u>Click or tap here to enter text.</u>
CONTRACT TERM:	<u>Click or tap here to enter text.</u>
CONTRACT AMT:	<u>Click or tap here to enter text.</u>
CONTACT:	<u>Click or tap here to enter text.</u>
TELEPHONE:	<u>Click or tap here to enter text.</u>
E-MAIL:	<u>Click or tap here to enter text.</u>
ALTERNATE REFERENCE 2	
AGENCY/DEPT:	<u>Click or tap here to enter text.</u>
SERVICE TYPE:	<u>Click or tap here to enter text.</u>
CONTRACT TERM:	<u>Click or tap here to enter text.</u>
CONTRACT AMT:	<u>Click or tap here to enter text.</u>
CONTACT:	<u>Click or tap here to enter text.</u>
TELEPHONE:	<u>Click or tap here to enter text.</u>
E-MAIL:	<u>Click or tap here to enter text.</u>

STAFFING AND PRICING SCHEDULE

(Consider creating in Excel Spreadsheet)

Add the following language to 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.

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	8/13/2025			
BOARD MEETING DATE	9/2/2025			
SUPERVISORIAL DISTRICT AFFECTED	☒ All ☐ 1 st ☐ 2 nd ☐ 3 rd ☐ 4 th ☐ 5 th			
DEPARTMENT(S)	Los Angeles County Child Support Services Department			
SUBJECT	Approval To Execute A Sole Source Agreement With GreenCourt Legal Technologies, LLC For GovLink System and Services and Approve An Appropriation Adjustment Fiscal Year (FY) 2025-2026			
PROGRAM	Child Support Services			
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☒ Yes ☐ No			
SOLE SOURCE CONTRACT	☒ Yes ☐ No GovLink is a proprietary SaaS solution by GreenCourt that provides a document workflow management system, editing and reporting features, and e-file capabilities, specifically designed to accurately and effectively support court filings for establishing parentage and support orders.			
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 Los Angeles Superior Court will mandate CSSD to e-file all legal documents on 10/5/2025.			
COST & FUNDING	<table border="1" style="width: 100%;"> <tr> <td>Total cost: \$ 5,295,000</td><td>Funding source: ITF Funds, Welfare Recoupment Fund, and Federal Financial Participation 2:1 funding match.</td></tr> </table> TERMS (if applicable): Ten-month implementation with support services, followed by an initial one-year term for support services, with five, one-year optional renewals for a total of six years and ten months if all the year options are exercised.		Total cost: \$ 5,295,000	Funding source: ITF Funds, Welfare Recoupment Fund, and Federal Financial Participation 2:1 funding match.
Total cost: \$ 5,295,000	Funding source: ITF Funds, Welfare Recoupment Fund, and Federal Financial Participation 2:1 funding match.			
	Explanation:			
PURPOSE OF REQUEST	Request Board authority to 1) Approve appropriation adjustment in the ITF fund to reallocate \$281,000 to CSSD, 2) Delegate authority to CSSD to execute contract, 3. Delegate authority to CSSD to approve time extension, modification, or amendments to the contract			
BACKGROUND (include internal/external issues that may exist including any related motions)	The LA Superior Court requires all court filings to be e-filed by the Fall of 2025. In 2024, CSSD filed over 171,084 court documents – 87,846 documents were filed manually and 83,238 were e-filed through the California Child Support Enforcement (CSE) system. The State plans to expand the capabilities of the CSE to support the e-filing of child support-related court documents by the required deadline. However, the CSE capabilities lack the document workflow processes, and automation features necessary to meet CSSD's needs to manage the high volume of e-filings efficiently. We estimate that using GovLink for preparing, tracking and e-filing court documents will save approximately 1,000 working hours/weekly versus using the CSE system.			
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☒ No If Yes, please explain how:			
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☒ Yes ☐ No Poverty Alleviation. This project supports Poverty Alleviation by ensuring families seeking child support have the financial backing to maintain the well-being of their children by meeting their basic needs and standard of living.			
DEPARTMENTAL CONTACTS	Elizabeth Pak, Head Attorney (323)889-2880, Elizabeth_Pak@cssd.lacounty.gov			



County of Los Angeles
Child Support Services Department



TERRIE HARDY
Director

GENIE CHOUGH
Chief Deputy Director

September 2, 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:

**APPROVAL TO EXECUTE A SOLE SOURCE AGREEMENT
WITH GREENCOURT LEGAL TECHNOLOGIES, LLC FOR
GOVLINK SYSTEM AND SERVICES AND APPROVE AN APPROPRIATION
ADJUSTMENT FISCAL YEAR (FY) 2025-2026
(ALL SUPERVISORIAL DISTRICTS – 4-VOTES)**

CIO RECOMMENDATION: APPROVE

SUBJECT

The Los Angeles County Child Support Services Department (CSSD) is requesting the Board of Supervisors (Board) approval to execute a sole source contract with GreenCourt Legal Technologies, LLC (GreenCourt) for provisioning, hosting and support for GovLink, a proprietary software as a service (SaaS), document workflow and e-filing platform and approve an appropriation adjustment.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve a Fiscal Year 2025-26 appropriation adjustment in the Information Technology Infrastructure Fund (ITF) to reallocate \$281,000 from Services and Supplies to Other Financing Uses and increase CSSD's Services and Supplies appropriation and revenue for the total implementation and support cost of \$825,000 for such fiscal year.
2. Delegate authority to the Director of CSSD or her designee to execute and administer a sole source contract with GreenCourt in substantially similar form as

EXECUTIVE OFFICES

5770 South Eastern Ave, Commerce, CA 90040 • (323) 889-3400

"Connecting with parents and caregivers to provide child support services."

Attachment I, for an initial term from contract execution through June 30, 2027, and up to five (5) one-year extensions, with a maximum contract sum not to exceed \$5,295,000, to provide a SaaS workflow and e-filing system and services requested.

3. Delegate authority to the Director of CSSD or her designee to approve any required term extensions, time extension, modification, change orders, or amendments to the contract, and execute all required documents with GreenCourt, not to exceed individually or in the aggregate ten (10%) percent of the maximum contract sum, upon approval as to form by County Counsel. The Director shall notify the Board within ten business days of executing such an amendment.

PURPOSE AND JUSTIFICATION OF RECOMMENDED ACTION:

The CSSD's child support program is required by Title IV-D of the Social Security Act to establish and enforce parentage and support orders. California's judicial system necessitates court filings to obtain parentage and support orders. The CSSD files over 171,084 court documents a year, with 87,846 via a lengthy paper-filing process and 83,238 by e-filing. The Los Angeles Superior Court has informed CSSD that it will require all Title IV-D court filings to be e-filed starting October 5, 2025.

The CSSD currently utilizes the statewide California Child Support Enforcement (CSE) system, a central database and case management system operated and maintained by State Department of Child Support Services (DCSS) to e-file a limited number of legal documents (10 of 88 judicial council form sets can be e-filed). While the DCSS will be expanding the CSE's e-filing capacity for most legal documents, DCSS has provided no time frame for e-filing all required documents. CSSD therefore will be forced to use an Electronic Filing Service Provider (EFSP) such as GovLink to meet the court's 100% e-filing mandate. Additionally, even when CSE allows e-filing of all required documents, it will not provide the automated document workflow management capabilities provided by GreenCourt's GovLink solution.

Approval of the recommended actions, using a sole source contract, will enable CSSD to timely comply with the Los Angeles Superior Court's emergent and time-sensitive filing mandate. Services are needed to comply with applicable statutory and/or regulatory provisions. Furthermore, approval of the recommended actions will allow CSSD to take additional steps toward modernization that neither CSE nor any other EFSP provides. For example, in addition to e-filing, GreenCourt's GovLink solution can be tailored to CSSD's needs, contains document workflow management to streamline document creation, review and approval processes, flexible electronic editing and signature capabilities, and dashboards and reports to identify opportunities for process improvement, all of which will assist child support caseworkers and attorneys to accurately and effectively establish and enforce support.

CONTRACTING PROCESS

On May 15, 2025, in accordance with Board Sole Source Policy 5.100, CSSD notified the Board of Supervisors of the intent to negotiate a sole source contract with GreenCourt to provide GovLink, a SaaS solution for a workflow process and e-filing. On June 23, 2025, CSSD began negotiations and has worked with the Office of County Counsel and outside counsel Drukker Law Inc.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions support the County's Strategic Plan Goal Number 3, Realize Tomorrow's Government Today, by implementing technological business solutions to enable County departments to meet their core purpose and create efficiencies. The GovLink solution would allow CSSD to meet the Court's mandate for 100% e-filing while providing an efficient workflow process for obtaining parentage and support orders.

FISCAL IMPACT/FINANCING

The ITF, governed by the County's Information Technology Investment Board (ITIB), was established to fund Countywide or multi-departmental technology projects that improve the delivery of services to the public; generate operational improvements to one or more departments or programs; and improve interdepartmental or interagency collaboration.

On July 31, 2025, the County's ITIB approved the use of \$281,000 in one-time funding from the ITF, CSSD's Federal Financial Participation (FFP) match of \$544,000 to cover the remainder of the total first year implementation and maintenance cost of \$825,000.

Beginning Fiscal Year 2026-2027, requests for annual support services fees in the amount of \$745,000 per year will be submitted with CSSD's annual budget request. CSSD will use \$253,300 from State Welfare Recoupment funds and \$491,700 of the CSSD's federal match for the ongoing costs. There will be no impact to the County General Fund.

Approval of the enclosed recommended appropriation adjustment in the ITF will reallocate \$281,000 from Services and Supplies to Other Financing Uses and increase CSSD's Services and Supplies appropriation and revenue by the total first year implementation cost of \$825,000.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

There are no legal requirements or prohibitions to this recommended action. However, the contract provides for termination by the County upon 30-day written notice, should termination be in the County's best interest. The Contract also contains a provision which limits the County's obligation if funding is not appropriated by the Board of

Supervisors, and contains other provisions required by law, the Board of Supervisors, and the CEO. Further, County Counsel has reviewed this Board letter and the sample contract has been approved, as to form, by County Counsel.

The CIO reviewed this request and recommends approval. The CIO Analysis is attached (Attachment II).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the contract will allow CSSD to obtain use of GovLink, which will allow CSSD to meet the court's mandate to electronically file all documents. It would also allow for electronic editing, signatures, workflows which would eliminate manual workarounds and more effectively obtain orders for constituents.

CONCLUSION

Upon the Board's Approval, the Executive Officer, Board of Supervisors, is requested to return one (1) adopted stamped Board letter to the Child Support Services Department, Elizabeth Pak, Head Attorney at Elizabeth_Pak@cssd.lacounty.gov.

Respectfully submitted,

Reviewed by,

TERRIE HARDY
Director

PETER LOO
Chief Information Officer

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

Attachments



Peter Loo
CHIEF INFORMATION OFFICER

CIO ANALYSIS

BOARD AGENDA DATE:

9/2/2025

SUBJECT:

APPROVAL TO EXECUTE A SOLE SOURCE AGREEMENT WITH GREENCOURT LEGAL TECHNOLOGIES, LLC FOR GOVLINK SYSTEM AND SERVICES AND APPROVE AN APPROPRIATION ADJUSTMENT FISCAL YEAR (FY) 2025-2026.

CONTRACT TYPE:

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

SUMMARY: The Child Support Services Department (CSSD) seeks approval and delegated authority to execute a sole source contract with GreenCourt Legal Technologies, LLC for provisioning, hosting, and support for GovLink, a proprietary Software-as-a-Service (SaaS), document workflow and e-filing platform.

PURPOSE/BACKGROUND: The primary purpose of obtaining GovLink is to comply with the Los Angeles Superior Court's 100% e-filing mandate by October 5, 2025, and to leverage GovLink's automated e-filing document workflow management system. On average, CSSD processes over 171,084 court documents annually. A little more than half of those is filed by a lengthy paper-filing process, and the other is e-filed through the statewide California Child Support Enforcement (CSE) system. CSE e-filing capabilities are limited in their automated workflow functionality and have a limited number of judicial council form sets that can be e-filed. The State Department of Child Support Services (DCSS) has not provided any time frame to meet the Los Angeles Superior Court's requirement. Additionally, CSSD does not currently have an automated document workflow management system to prepare, process, submit, and track the status of court e-filings, which would better manage the high volume of court documents CSSD files on an annual basis.

SELECTION: The department has elected a sole source contract with GreenCourt and has provided a sole source justification. The contract negotiation started on June 23, 2025, and ended on July 21, 2025. Outside Counsel, assigned by County Counsel, was involved in contract negotiations. Additionally, DCSS has provided approval for CSSD to proceed with acquiring GreenCourt GovLink, pending approval from the LA County Board.

AMOUNT AND CONTRACT TERM: The total contract amount is **\$5,295,000**. The term duration is for a ten-month implementation with support services, followed by an initial one-year term for support services, with five one-year optional renewals. This is a total of six years and ten months if all the year options are exercised.

FUNDING SOURCE: CSSD has the opportunity to secure a 2:1 funding match from Federal to state/local funding. While the total implementation costs are \$825,000, CSSD requested \$281,000 from the Information Technology Fund (ITF) to cover 34% of the one-time implementation costs. The other \$544,000 (66%) will be covered by funds from the Federal Financial Participation (FFP) match. Ongoing

costs for support services in subsequent years will be obtained by leveraging the Welfare Recoupment Fund (34%) and funds from the FFP (66%).

FINANCIAL ANALYSIS:

Implementation Costs (September 2, 2025 – June 30, 2026):

Phase 1 Implementation Services¹

Project Kickoff	\$	128,764.00
Discovery, Configuration, and Development	\$	161,250.00
System Integration.....	\$	82,500.00
Testing.....	\$	58,750.00
Deployment	\$	0.00 ²
Training	\$	57,486.00
System Acceptance	\$	100,000.00 ³
Subtotal Phase 1 Implementation Services Costs	\$	588,750.00

Phase 2 Implementation Services¹

Project Kickoff	\$	0.00 ²
Discovery, Configuration, and Development	\$	30,000.00
System Integration.....	\$	41,250.00
Testing.....	\$	0.00 ²
Deployment	\$	0.00 ²
Training	\$	0.00 ²
System Acceptance	\$	165,000.00 ³
Subtotal Phase 2 Implementation Services Costs	\$	236,250.00

Total Base Contract Costs (Phase 1 + Phase 2) \$ 825,000.00

Ongoing Annual Costs:

Support Services⁴

Initial Term (July 1, 2026 – June 30, 2027).....	\$	745,000.00
Optional Year 1 (July 1, 2027 – June 30, 2028)	\$	745,000.00
Optional Year 2 (July 1, 2028 – June 30, 2029)	\$	745,000.00
Optional Year 3 (July 1, 2029 – June 30, 2030)	\$	745,000.00
Optional Year 4 (July 1, 2030 – June 30, 2031)	\$	745,000.00
Optional Year 5 (July 1, 2031 – June 30, 2032)	\$	745,000.00

Total Ongoing Annual Costs \$ 4,470,000.00

Total Contract Costs (Implementation + Ongoing) \$ 5,295,000.00

Notes:

¹ Payments are made upon completion of each implementation service line item.

² Zero charge was deliberately put in place to postpone payment for overlapping work to be completed upfront.

³ Support Services are included in the line item as part of the implementation costs.

⁴ The initial term and optional renewal years will be paid quarterly at \$186,250, totaling \$745,000 for each year.

RISKS:

- 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 CSSD business users. CSSD has identified a dedicated team to coordinate within the department and the contractor on the implementation of the solution, as well as the ongoing support needs thereafter. The contractor is required to assign a dedicated project director and project manager to work with the CSSD team.

2. **Contractor Performance and Project Timeline**– Due to the Los Angeles Superior Court mandate for all child support court filings to be e-filed by October 5, 2025, an aggressive timeline for implementation was developed to meet the mandate. The implementation plan has deliverables split into two phases. Phase 1 involves implementing core e-filing requirements and integration with the LA Superior Court to prepare, submit, and track court e-filings. Phase 2 will focus on additional features, such as automation, workflow enhancements, additional template creation, etc. Phase 1 and Phase 2 are expected to be completed by October 5, 2025, and December 31, 2025, respectively. Due to the aggressive timeline, provisions in the contract were put in place to incentivize performance. Service credits, as a form of compensation, will be credited back to CSSD for issues that may arise, such as late delivery, significant holdbacks, or unscheduled downtime. Provisions are also in place to postpone payment for support services if CSSD determines that the service or deliverables are unsatisfactory or do not meet expectations.
3. **Information Security and Privacy Review** – The Office of the Chief Information Security Officer (OCISO) and the Departmental Information Security Officer (DISO) have reviewed the contract and statement of work and have determined the overall security risk is low with no security issues being identified.
4. **Contract Risks** – No contract risks have been identified. Outside Counsel, assigned by County Counsel, participated in the negotiation and approved the Contract as to form.

PREPARED BY:

CHRIS PALTAO, DEPUTY CHIEF INFORMATION OFFICER

DATE

APPROVED:

PETER LOO, CHIEF INFORMATION OFFICER

DATE



CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

GREENCOURT LEGAL TECHNOLOGIES, LLC

FOR

GOVLINK SYSTEM AND SERVICES

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
RECITALS.....	1
1 APPLICABLE DOCUMENTS.....	2
2 DEFINITIONS.....	3
2.1 Standard Definitions:.....	3
3 WORK.....	8
4 TERM OF CONTRACT.....	10
5 CONTRACT SUM.....	11
5.1 Total Contract Sum.....	11
5.2 Written Approval for Reimbursement.....	11
5.3 Notification of 75% of Total Contract Sum.....	12
5.4 No Payment for Services Provided Following Expiration- Termination of Contract.....	12
5.5 Invoices and Payments.....	12
5.6 Holdback Amount.....	13
5.7 Late Delivery Credits.....	14
5.8 Default Method of Payment: Direct Deposit or Electronic Funds Transfer.....	15
5.9 Out-of-Pocket Expenses.....	16
6 ADMINISTRATION OF CONTRACT - COUNTY.....	16
6.1 County Administration.....	16
6.2 County Project Director.....	16
6.3 County Project Manager.....	16
6.4 County Contract Project Monitor.....	17
7 ADMINISTRATION OF CONTRACT - CONTRACTOR.....	17
7.1 Contractor Administration.....	17
7.2 Contractor Project Director.....	17
7.3 Contractor Project Manager.....	17
7.4 Approval of Contractor's Staff.....	17
7.5 Contractor's Staff Identification.....	18
7.6 Background and Security Investigations.....	19

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
7.7 Confidentiality and Security	19
8 STANDARD TERMS AND CONDITIONS	23
8.1 Amendments, Board Orders, and Change Orders	23
8.2 Assignment and Delegation/Mergers or Acquisitions	24
8.3 Authorization Warranty.....	25
8.4 Budget Reductions.....	25
8.5 Complaints	26
8.6 Compliance with Applicable Law	26
8.7 Compliance with Civil Rights Laws.....	27
8.8 Compliance with the County's Jury Service Program.....	27
8.9 Conflict of Interest	29
8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List.....	29
8.11 Consideration of Hiring GAIN-START Participants	30
8.12 Contractor Responsibility and Debarment.....	30
8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law	32
8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program	33
8.15 County's Quality Assurance Plan	33
8.16 Damage to County Facilities, Buildings or Grounds	33
8.17 Employment Eligibility Verification.....	34
8.18 Counterparts and Electronic Signatures and Representations.....	34
8.19 Fair Labor Standards	35
8.20 Force Majeure	35
8.21 Governing Law, Jurisdiction, and Venue.....	36
8.22 Independent Contractor Status	36
8.23 Indemnification.....	37
8.24 General Provisions for all Insurance Coverage	39
8.25 Insurance Coverage.....	43

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
8.26 Liquidated Damages	45
8.27 Most Favored Public Entity.....	46
8.28 Nondiscrimination and Affirmative Action.....	46
8.29 Non-Exclusivity.....	47
8.30 Notice of Delays	48
8.31 Dispute Resolution Procedure.....	48
8.32 Notice to Employees Regarding the Federal Earned Income Credit	50
8.33 Notice to Employees Regarding the Safely Surrendered Baby Law	50
8.34 Notices	50
8.35 Prohibition Against Inducement or Persuasion.....	50
8.36 Public Records Act.....	51
8.37 Publicity.....	51
8.38 Record Retention and Inspection-Audit Settlement.....	52
8.39 Recycled Bond Paper	53
8.40 Subcontracting	53
8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program.....	54
8.42 Termination for Convenience	54
8.43 Termination for Default.....	55
8.44 Termination for Improper Consideration.....	56
8.45 Termination for Insolvency	57
8.46 Termination for Non-Adherence of County Lobbyist Ordinance	57
8.47 Termination for Non-Appropriation of Funds	57
8.48 Validity.....	58
8.49 Waiver	58
8.50 Warranty Against Contingent Fees	58
8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program	58
8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program.....	59

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
8.53 Time Off for Voting	59
8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking	59
8.55 Effect of Termination	59
8.56 Compliance with Fair Chance Employment Practices	61
8.57 Compliance with the County Policy of Equity	61
8.58 Prohibition from Participation in Future Solicitation(s)	61
8.59 Injury and Illness Prevention Program	62
8.60 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding	62
9 UNIQUE TERMS AND CONDITIONS	62
9.1 Proprietary Considerations	62
9.2 Support Services	67
9.3 Unique Representations and Warranties	67
9.4 Contractor's Charitable Activities Compliance	69
9.5 Data Destruction	69
9.6 Local Small Business Enterprise (LSBE) Preference Program	70
9.7 Social Enterprise (SE) Preference Program	71
9.8 Disabled Veteran Business Enterprise (DVBE) Preference Program	72
10 SURVIVAL	72
 EXHIBITS	
A Statement of Work and Attachments	
Attachment 1: Contract Discrepancy Form	
Attachment 2: Task/Deliverable Acceptance Form	
Attachment 3: System Requirements	
Attachment 4: Change Order Request Form (For Optional Work)	
B Pricing Schedule	
C Contractor's Proposed Schedule	
D County's Administration	

TABLE OF CONTENTS

<u>PARAGRAPH</u>		<u>PAGE</u>
E	Contractor's Administration	
F	Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement	
G	Safely Surrendered Baby Law	
H	Third-Party Products	
I	Charitable Contributions Certification	
J	Information Security and Privacy Requirements	
K	Support Services	
L	California DCSS Confidentiality and Information Privacy and Security Requirements	

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
GREENCOURT LEGAL TECHNOLOGIES, LLC
FOR
GOVLINK SYSTEM AND SERVICES**

This Contract ("Contract") made and entered into this ____ day of _____, 2025 by and between the County of Los Angeles, hereinafter referred to as "County" on behalf of the Child Support Services Department, hereinafter referred to as "Department" or "CSSD" and GreenCourt Legal Technologies, LLC, hereinafter referred to as "Contractor". Contractor is located at 201 Newnan Street, Carrollton, Georgia 30117. County and Contractor are referred to here as "Parties," each a "Party."

RECITALS

WHEREAS, the County may contract with private businesses for the GovLink System and related services (as further defined below, collectively "GovLink," "GovLink System," or "System") when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing the GovLink System; and

WHEREAS, the County does not have the solution or the technical staff with specific skills and expertise necessary to provide the GovLink System; and

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

WHEREAS, the County has recommended to the Board of Supervisors (as defined below), that the Contractor is prepared and desires to provide GovLink System to the County; and

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

1 APPLICABLE DOCUMENTS

Exhibits A through L 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 Attachment 1: Contract Discrepancy Form Attachment 2: Task/Deliverable Acceptance Form Attachment 3: System Requirements Attachment 4: Change Order Request Form (For Optional Work)
Exhibit B	Pricing Schedule
Exhibit C	Contractor's Proposed Schedule
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F	Contractor Acknowledgement, Confidentiality and Copyright Assignment Agreement
Exhibit G	Safely Surrendered Baby Law
Exhibit H	Third-Party Products
Exhibit I	Charitable Contributions Certification
Exhibit J	Information Security and Privacy Requirements
Exhibit K	Support Services
Exhibit L	California DCSS Confidentiality and Information Privacy and Security 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 shall be valid unless prepared pursuant to Sub-paragraph 8.1 (Amendments, Board Orders, and Change Orders) and signed by both parties.

2 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 Additional Software:** Additional software components, functionality, or features, to be provided by Contractor for the GovLink System as Optional Work, that are, at the time of Change Order execution, beyond the scope of Licensed Software components provided pursuant to the Statement of Work and all then-issued Change Orders for Optional Work.
- 2.1.2 Additional Professional Services:** Professional services to be provided by Contractor as Optional Work that are, at the time of Change Order execution, outside of the scope of Services set forth in the Statement of Work and all then-issued Change Orders for Optional Work.
- 2.1.3 Amendment:** As defined in Sub-paragraph 8.1 (Amendments, Board Orders, and Change Orders).
- 2.1.4 Board of Supervisors or Board:** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.5 Business Day:** Monday through Friday, 7:00 am to 5:30 pm Pacific Time, excluding County holidays, unless otherwise specified.
- 2.1.6 Change Order:** As defined in Sub-paragraph 8.1 (Amendments, Board Orders, and Change Orders).
- 2.1.7 Confidential Information:** As defined in Sub-paragraph 7.7 (Confidentiality and Security).
- 2.1.8 Contract:** As defined in the preamble to this Contract, which is the agreement executed between County and Contractor, and includes a Change Orders and Amendments entered into in accordance with this Contract.
- 2.1.9 Contractor:** As defined in the preamble to this Contract.
- 2.1.10 Contractor Project Director:** Person designated by the Contractor with authority for Contractor on contractual or administrative matters relating to this Contract that cannot be resolved by the Contractor Project Manager, and having such other duties as described in this Contract and/or the Statement of Work.

- 2.1.11 Contractor Project Manager:** The person designated by the Contractor Project Director to manage the Contract operations under this Contract, and having the other duties as described in this Contract and/or the Statement of Work.
- 2.1.12 Contractor Proprietary Technology:** As defined in Sub-section 9.1.4.3 (Proprietary Rights in the Contractor Proprietary Technology).
- 2.1.13 Contract term; term; term of the/this Contract:** As defined in Paragraph 4 (Term of Contract).
- 2.1.14 County:** As defined in the preamble to this Contract.
- 2.1.15 County Contract Project Monitor:** Person with responsibility to oversee the day-to-day management of compliance with the administrative terms and conditions of this Contract.
- 2.1.16 County Data:** As defined in Sub-section 9.1.4.1 (Ownership of County Data) of this Contract.
- 2.1.17 County Indemnitee:** As defined in Sub-paragraph 8.23 (Indemnification) of this Contract.
- 2.1.18 County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County Project Manager.
- 2.1.19 County Project Manager:** Person designated by County Project Director to manage the day-to-day administration of the Contractor under this Contract.
- 2.1.20 Court:** The Superior Court of the State of California.
- 2.1.21 CSE:** The State of California Department of Child Support Services' California Support Enforcement System.
- 2.1.22 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.23 Deficiency:** With respect to GovLink System, any portion thereof, or any other task, deliverable, goods, services, or other work, a failure of the GovLink System, any portion thereof, or any other task, deliverable, good, service or other work, to conform to its Specifications, or with respect to the GovLink System or any portion thereof, a failure that impairs the performance of the GovLink System when operated in accordance with the Contract.
- 2.1.24 Dispute Resolution Procedure:** As defined in Sub-paragraph 8.31 (Dispute Resolution Procedure) to this Contract.
- 2.1.25 Documentation:** All of Contractor's training course materials, system specifications and technical manuals, and all other user instructions

regarding the capabilities, operation, and use of the GovLink System, including, but not limited to, online help screens contained in the GovLink System, existing as of the effective date of this Contract and any revisions, supplements, or updates from time to time thereto.

- 2.1.26 Federal:** The federal government of the United States of America.
- 2.1.27 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.28 Fixed Hourly Rate:** Contractor's fully burdened hourly rate for providing Additional Professional Services, as is set forth in Exhibit B (Pricing Schedule).
- 2.1.29 Holdbacks:** As defined in Sub-paragraph 5.6 (Holdback Amount) of this Contract.
- 2.1.30 Intellectual Property Rights:** All intellectual property or other proprietary rights (including without limitation copyrights, patent rights, trade secret rights, rights of reproduction, trademark rights, rights of publicity, moral rights, and rights to secure registrations, renewals, reissues, and extensions thereof).
- 2.1.31 GovLink or GovLink System or System:** The GovLink System and Services provided by Contractor to County according to the terms of this Contract. The GovLink System includes but is not limited to all Licensed Software and all tasks, deliverables, milestones, goods, Services, and other work provided by Contractor to host the GovLink System according to the terms of this Contract, and all Documentation. The parties have agreed to implement GovLink in two Phases, and GovLink, as implemented with respect to each Phase may be referred to as "GovLink for such Phase," "GovLink System for such Phase," "System for such Phase," or words of similar import to mean GovLink as implemented for a Phase.
- 2.1.32 Key Deliverables:** As defined in Sub-paragraph 5.7 (Late Delivery Credits) of this Contract.
- 2.1.33 Late Delivery Credits:** As defined in Sub-paragraph 5.7 (Late Delivery Credits) of this Contract.
- 2.1.34 Licensed Software:** Individually each, and collectively all, of the computer programs provided by Contractor under this Contract (including but not limited to Contractor-owned software and third-party-owned software) for the System including as to each such program, the processes and routines used in the processing of data, the object code, Third-Party Products (if any), System Integrations and System Interfaces between the GovLink System and other County systems, and Revisions to all of the foregoing. Once Contractor is engaged to provide

in accordance with this Contract, Licensed Software additionally includes Additional Software provided as Optional Work.

- 2.1.35 Optional Work:** Additional Professional Services and Additional Software, which may be provided by Contractor to County upon County's request and approval in accordance with Sub-paragraph 8.1.3 (Change Orders).
- 2.1.36 Party; Parties:** As defined in the preamble to this Contract.
- 2.1.37 Personally Identifiable Information or PII:** Any information that identifies a person, including, but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card information, personal financial or healthcare information, personal preferences, demographic data, marketing data, credit data, or any other identification data. For the avoidance of doubt, PII shall include, but not be limited to, all "nonpublic personal information," as defined under the Gramm-Leach-Bliley Act (15 United States Code ("U.S.C.") § 6801 et seq.), Protected Health Information, and Personal Information as that term is defined in California Civil Code section 1798.140(v) and EU Data Protection Directive (Directive 95/46/EEC) on the protection of individuals with regard to processing of personal data and the free movement of such data.
- 2.1.38 Phase; Phases:** Phases 1 and 2 are collectively referred to as Phases, either is referred to as a Phase.
- 2.1.39 Phase 1:** The first phase of implementation of GovLink as described in Exhibit A (Statement of Work and Attachments).
- 2.1.40 Phase 2:** The second phase of implementation of GovLink as described in Exhibit A (Statement of Work and Attachments).
- 2.1.41 Pool Dollars:** The maximum amount allocated under this Contract for the provision of Optional Work, including Additional Professional Services and Additional Software, approved by County in accordance with this Contract, which will require an Amendment in accordance with Sub-paragraph 8.1 (Amendments, Board Orders, and Change Orders) establishing the Pool Dollars.
- 2.1.42 Revisions:** All configurations, customizations, bug fixes, patches, updates, upgrades, and new versions to Licensed Software from time to time provided by Contractor under this Contract, including but not limited to those Revisions provided to: (a) correct an error as well as addresses common functional and performance issues, including Deficiency corrections; (b) for the GovLink System to remain in compliance with the Specifications; and (c) for the GovLink System to remain in compliance with applicable Federal, State, and local laws, rules, and regulations and

Court rules and requirements; and (d) changes to forms, formsets, templates, workflow, signatures as requested by CSSD as CSE seeks to improve its processes or as required by Court rules or requirements.

- 2.1.43 Service Credits:** As defined in Exhibit K (Support Services) to this Contract.
- 2.1.44 Services:** All services provided by Contractor hereunder including but not limited to design, configuration, and other implementation services; project management services; training services; and Support Services.
- 2.1.45 Specifications:** All specifications, requirements, and standards specified in the Statement of Work; the Documentation for the GovLink System, to the extent not inconsistent with any of the foregoing; all specifications for the GovLink System provided or made available by Contractor under this Contract, but only to the extent: (i) not inconsistent with any of the foregoing; and (ii) acceptable to County in its sole discretion; and all written and/or electronic materials furnished or made available by or through Contractor regarding the GovLink System, including functionality, features, capacity, availability, response times, accuracy, or any other performance or other GovLink System criteria or any element of the GovLink System, but only to the extent not inconsistent with any of the foregoing.
- 2.1.46 State:** The State of California.
- 2.1.47 Statement of Work:** Exhibit A (Statement of Work and Attachments) to this Contract, which includes but is not limited to the directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner, and place of performing the contract services.
- 2.1.48 Subcontract:** An agreement by the Contractor to employ a Subcontractor to provide services to fulfill this Contract.
- 2.1.49 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.
- 2.1.50 Support Fees:** The fees set forth in Exhibit B (Pricing Schedule) for Contractor's provision of Support Services.
- 2.1.51 Support Services:** As defined in Sub-paragraph 9.2 (Support Services) of this Contract.
- 2.1.52 System Acceptance:** As defined in Sub-paragraph 3.3 of this Contract.

- 2.1.53 System Integration:** Work developed by Contractor to allow the sharing of data and business processes or workflows between GovLinkSystem and other County systems and, where possible, allowing for near real-time processing of data or the elimination of duplicate data residing on the GovLink System and such other County systems.
- 2.1.54 System Interfaces:** A programmed connection developed by, or licensed to, County or Contractor to allow for the sharing of data between the two systems in accordance with the specified timeframe, be it batch or real-time.
- 2.1.55 Third-Party Vendors:** As defined in Sub-paragraph 9.1.1.2 (Third-Party Vendors) of this Contract.
- 2.1.56 Third-Party Product:** AS defined in Sub-paragraph 9.1.5 (Third-Party Product).
- 2.1.57 Total Contract Sum:** As defined in Sub-paragraph 5.1.

3 WORK

- 3.1** Pursuant to the provisions of this Contract, the Contractor must fully perform, complete, and deliver on time, all tasks, deliverables, milestones, goods, Services, and other work as set forth in this Contract.
- 3.2** If the Contractor provides any tasks, deliverables, milestones, 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.
- 3.3** All tasks, deliverables, milestones, goods, Services, and other work are subject to County's acceptance in writing under and as described in Exhibit A (Statement of Work and Attachments). With respect to each of Phase 1 and Phase 2, "System Acceptance" of the GovLink System for such Phase occurs on County's acceptance in writing under and as described in Exhibit A (Statement of Work and Attachments) of all deliverables under Task 8.3 (System Acceptance) of Exhibit A (Statement of Work and Attachments) for such Phase, including but not limited to deliverables under other tasks of the Statement of Work, County's acceptance of which are required in order for Contractor to proceed to Task 8.3 of the Statement of Work for such Phase. Without limiting the foregoing, in the event County engages Contractor to provide Optional Work under and in accordance with this Contract prior to System Acceptance for a Phase, and the Change Order for such Optional Work requires such Optional Work to be completed as part of initial implementation of the System for such Phase, then County's acceptance of such Optional Work shall be a requirement for Contractor to achieve System Acceptance for such Phase.

- a. If the County Project Director makes a good faith determination at any time that the GovLink System for a Phase (as a whole, or any component thereof) or any deliverable, has not successfully completed test under Task 5 (Testing Tasks and Deliverables) of the Statement of Work for such Phase or the GovLink System for such Phase has not achieved System Acceptance for such Phase (collectively referred to for purposes of this Sub-paragraph 3.3 as "Designated Test"), the County Project Director shall promptly notify Contractor in writing of such failure, specifying with as much detail as possible the manner in which the applicable portions of the GovLink System and/or deliverable failed to pass the applicable Designated Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs, and modifications to the GovLink System for such Phase and/or deliverable as will permit the GovLink System for such Phase and/or deliverable to be ready for retesting. Contractor shall notify the County Project Director in writing when such corrections, repairs, and modifications have been completed, and the applicable Designated Test shall begin again. If, after the applicable Designated Test has been completed for a second time, the County Project Director makes a good faith determination that the GovLink System for such Phase and/or deliverable again fails to pass the applicable Designated Test, the County's Project Director shall promptly notify Contractor in writing, specifying with as much detail as possible the manner in which the GovLink System for such Phase and/or deliverable failed to pass the applicable Designated Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs, and modifications to the GovLink System for such Phase and/or deliverable as will permit the GovLink System for such Phase and/or deliverable to be ready for retesting.
- b. Such procedure shall continue, subject to County's rights under Sub-paragraph 5.7 (Late Delivery Credits), until such time as County notifies Contractor in writing either: (i) of the successful completion of such Designated Test, or (ii) that County has concluded that satisfactory progress toward such successful completion of such Designated Test is not being made, in which latter event, County shall have the right to make a determination, which shall be binding and conclusive on Contractor, that a non-curable default has occurred and to terminate this Contract in accordance with Sub-paragraph 8.43 (Termination for Default) on the basis of such non-curable default.

- c. Such a termination by County may be as determined by County in its sole judgment: (i) a termination with respect to one or more of the components of the GovLink System; (ii) a termination of any part of Exhibit A (Statement of Work and Attachments) relating to the GovLink System component or deliverable that is (are) not performing or conforming as required herein; or (iii) if County believes the failure to pass the applicable Designated Test materially affects the functionality, performance, or desirability to County of the System as a whole, the entire Contract. In the event of a termination under this Sub-paragraph 3.3, County shall have the right to receive reimbursement of all payments made to Contractor by County under this Contract for the GovLink System component(s), deliverable(s), and/or System as to which the termination applies, or, if the entire Contract is terminated, all amounts paid by County to Contractor under this Contract. The foregoing is without prejudice to any other rights that may accrue to County or Contractor under the terms of this Contract or by law. For the avoidance of doubt and without limiting Sub-paragraph 8.49 (Waiver), no prior acceptance by County of any GovLink System component or deliverable shall constitute a waiver or estoppel by County of the rights and remedies set forth in this Sub-paragraph 3.3.

- 3.4** If the parties enter into an Amendment in accordance with this Contract to establish Pool Dollars, the County may initiate Optional Work by providing written notice of the desired work to Contractor, and Contractor will advise County of Contractor's availability and schedule for performing the Optional Work. Contractor's performance of the Optional Work shall be subject to County Project Director's written approval of: (a) Contractor's schedule for meeting the Optional Work request; (b) Contractor's fees for such Optional Work using the Fixed Hourly Rate set forth in Exhibit B (Pricing Schedule); (c) if not in Exhibit B (Pricing Schedule), any other relevant pricing agreed to by the County; and (d) Pool Dollars being available for such Optional Work. In accordance with the terms of this Contract, for any Optional Work request issued by the County, following agreement on terms, a Change Order shall be prepared and executed as specified in Sub-paragraph 8.1 (Amendments, Board Orders, and Change Orders), which shall include but not be limited to tasks and deliverables included in such Optional Work, associated pricing, Pool Dollars to be utilized for such Optional Work and Pool Dollars remaining after application of the Pool Dollars for such Optional Work, along with Holdbacks if such Optional Work is required to be completed by Contractor as part of System Acceptance.

4 TERM OF CONTRACT

- 4.1** The term of this Contract will commence on the date on which this Contract is approved by County's Board of Supervisors and executed by the Director of CSSD

and Contractor and continue through June 30, 2027, unless sooner terminated or extended, in whole or in part, as provided in this Contract (as used in this Paragraph 4, the "Initial Term").

- 4.2** The County will have the sole option to extend this Contract term for up to five (5) additional one (1) year periods (as used in this Paragraph 4, each an "Extension Term"). Each such extension option may be exercised at the sole discretion of the Department. As used herein, the Initial Term and each exercised Extension Term are collectively referred to as the "term," "term of this Contract" or "Contract term."

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 CSSD when this Contract is within six (6) months of the expiration of the then-current Initial Term or Extension Term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to CSSD at the address herein provided in Exhibit D (County's Administration).

5 CONTRACT SUM

5.1 Total Contract Sum

The "Total Contract Sum" under this Contract will be the maximum monetary amount payable by County to Contractor for supplying all tasks, deliverables, milestones, goods, Services, and other work provided by Contractor in accordance with this Contract during the term of the Contract, including but not limited to available Pool Dollars (if added pursuant to an Amendment as provided in this Contract), allocated as set forth on Exhibit B (Pricing Schedule). There is no guarantee that the entire Total Contract Sum amount will be paid to Contractor under this Contract.

5.2 Written Approval for Reimbursement

The Contractor will not be entitled to payment or reimbursement for any tasks, deliverables, milestones, goods, Services, or other work 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 CSSD 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 task, deliverable, good, service, or other work 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 tasks, deliverables, milestones, goods, Services, or other work rendered after expiration-termination of this Contract will not constitute a waiver of County's right to recover such payment from the Contractor. This provision will survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

- 5.5.1** The Contractor must invoice the County only for providing the tasks, deliverables, milestones, goods, Services, and other work specified in Exhibit A (Statement of Work and Attachments) and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments will be as provided in Exhibit B (Pricing Schedule), and the Contractor will be paid only for the tasks, deliverables, milestones, goods, Services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Contractor for that work.
- 5.5.2** The Contractor's invoices must be priced in accordance with Exhibit B (Pricing Schedule) and must apply applicable Holdbacks, Late Delivery Credits, and/or Service Credits.
- 5.5.3** The Contractor's invoices must contain the information set forth in Exhibit A (Statement of Work and Attachments) describing the tasks, deliverables, milestones, goods, Services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4** The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.
- 5.5.5** All invoices under this Contract must be electronically submitted to the County's Project Manager to the email address set forth in Exhibit D (County's Administration).

5.5.6 County Approval of Invoices; Invoice Discrepancy

- 5.5.6.1** All invoices submitted by the Contractor for payment must have the written approval of the County 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.
- 5.5.6.2** The County Project Manager will review each invoice for any discrepancies and will, within thirty (30) days of receipt thereof, notify Contractor in writing of any discrepancies found upon such review and submit a list of disputed charges. Contractor shall review the disputed charges and send a written explanation detailing the basis for the charges within thirty (30) days of receipt of County's notice of discrepancies and disputed charges. If the County Project Manager does not receive a written explanation for the charges within such thirty (30) day period, Contractor shall be deemed to have waived its right to justify the original invoice amount, and County, in its sole discretion, shall determine the amount due, if any, to Contractor and pay such amount in satisfaction of the disputed invoice.
- 5.5.6.3** The making of any payment or payments by County, or the receipt thereof by Contractor, shall in no way affect the responsibility of Contractor to furnish the GovLink System and Services in accordance with this Contract, and shall not imply acceptance by County of such items or the waiver of any warranties or requirements of this Contract.

5.5.7 Local Small Business Enterprises – Prompt Payment Program

Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

5.6 Holdback Amount

- 5.6.1** The amount shown on Exhibit B (Pricing Schedule) for all tasks, deliverables, milestones, goods, Services, and other work associated with System Acceptance for both Phases 1 and 2 constitutes thirty-two percent (32%) of all tasks, deliverables, milestones, goods, Services, and other work associated with the full implementation of the GovLink System (the "Holdback Amounts;" each a "Holdback Amount"). The Holdback Amount applicable to each Phase may be invoiced by Contractor upon System Acceptance for such Phase pursuant to Sub-

paragraph 3.3, subject to adjustment for any amounts arising under this Contract owed to the County by the Contractor.

- 5.6.2** A deliverable shall be deemed approved for purposes of this paragraph on the earliest date that all the tasks, deliverables, milestones, goods, Services, and other work required for completion of the deliverable are completed, tested for acceptability, and accepted by County. The determination of whether each deliverable has been so completed and so accepted shall be made by the County Project Director as soon as practicable after County is informed by Contractor that such deliverable has been completed and is given all the necessary information, data, and documentation shall be subject to verify such completion.

5.7 Late Delivery Credits

- 5.7.1** Contractor agrees that delayed performance by Contractor could cause damages to County, which are uncertain and would be impracticable or extremely difficult to ascertain in advance, as delayed performance will jeopardize County's compliance with State mandated deadlines and may result in fees, fines, and penalties, as well as other damages. Contractor further agrees that, in conformity with California Civil Code Section 1671, Contractor shall be liable to County for liquidated damages in the form of credits, as specified in this Sub-paragraph 5.7 ("Late Delivery Credits"), as a fair and reasonable estimate of such damages, except to the extent that such delay is caused by County for which Contractor has delivered a notice of delay in accordance with Sub-paragraph 8.30 (Notice of Delays). County shall provide notice to Contractor of any amount of such Late Delivery Credits when assessed, which the parties agree is not and shall not be construed as penalties. County will deduct all such Late Delivery Credits from County's payment that is due, and Contractor may thereafter pursue the Dispute Resolution Procedure.
- 5.7.2** For each and every occasion upon which a deliverable or milestone marked on Exhibit A (Statement of Work and Attachments) as "Key" (hereinafter "Key Deliverable") has not been completed by Contractor within fifteen (15) days after the date scheduled for completion thereof as set forth in such Exhibit A (Statement of Work and Attachments) (hereinafter for each Key Deliverable "Due Date"), other than to the extent as a result of delays caused by acts or omissions of County or force majeure events under Sub-paragraph 8.20 (Force Majeure), in each case, for which Contractor has delivered a notice of delay in accordance with Sub-paragraph 8.30 (Notice of Delays), and unless otherwise approved in writing by the County Project Director or designee in his/her discretion, County shall be entitled to receive credit against any or all amounts due to Contractor under this Contract or otherwise in

the total amount of Five Hundred Dollars (\$500) per Key Deliverable for each day after the Due Date that the Key Deliverable is not completed as a fair and reasonable estimate of the harm caused by the delay. All the foregoing credits shall apply separately, and cumulatively, to each Key Deliverable. A determination whether County shall assess Late Delivery Credits due to it pursuant to this Sub-paragraph 5.7 shall be made by the County Project Director in his/her sole discretion.

- 5.7.3** A Key Deliverable shall be deemed completed for purposes of this Sub-paragraph 5.7 on the earliest date that all of the tasks, deliverables, milestones, goods, Services and other work required for the completion of such Key Deliverable are completed and delivered to County, provided that all of such tasks, deliverables, milestones, goods, Services and other work required for the completion of such Key Deliverable are thereafter accepted by County without prior rejection by County or significant delay in County's approval thereof, which delay is the result of Contractor's failure to deliver such tasks, deliverables, milestones, goods, Services and other work in accordance with the terms hereof. For purposes of this Sub-paragraph 5.7, the determination of whether a Key Deliverable has been so completed and is so approved, and of the date upon which such Key Deliverable was completed, shall be made by the County Project Director as soon as practicable after County is informed by Contractor that such Key Deliverable has been completed and is given all the necessary information, data, and documentation to verify such completion.

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

- 5.8.1** 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).
- 5.8.2** 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.
- 5.8.3** 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.
- 5.8.4** 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.

5.9 Out-of-Pocket Expenses

Contractor shall not be entitled for reimbursement of any expenditures for Contractor's staff transportation, meals, and lodging except to the extent expressly agreed in an executed amendment in accordance with this Contract.

6 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

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

6.2 County Project Director

The role of the County 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 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 County Project Manager

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

- 6.3.1** Meeting with the Contractor Project Manager on a regular basis; and
- 6.3.2** Inspecting all tasks, deliverables, milestones, 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 the requirements of this Contract be relieved, excused or limited thereby.
- 6.3.3** Ensure that the technical, business, and operational standards and requirements of the Contract are met and overseeing the day-to-day administration of the Contractor.
- 6.3.4** Except as expressly stated in this Contract regarding Change Orders, County 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 Contract Project Monitor

- 6.4.1** The County's Contract Project Monitor will be responsible for maintaining fully executed copies of the Contract and all Board Orders, Change Orders, and Amendments thereto on behalf of the County, and for day-to-day management of compliance with the administrative terms and conditions of the Contract on behalf of the County, such as receiving copies of insurance certificates under the Contract and receiving notices under the Contract.

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

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

7.2 Contractor Project Director

- 7.2.1** The Contractor Project Director must be a full-time employee of the Contractor who will be responsible for Contractor's overall performance of the tasks, deliverables, milestones, goods, Services, and other work under the Contract and ensure Contractor's compliance with the Contract.
- 7.2.2** The Contractor Project Director must be available to meet and confer as needed with County Project Director and County Project Manager to review project progress and discuss project issues.

7.3 Contractor Project Manager

- 7.3.1** The Contractor Project Manager is designated in Exhibit E (Contractor's Administration). The Contractor must notify the County in writing of any change in the name or address of the Contractor Project Manager.
- 7.3.2** The Contractor 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 Project Manager on a regular basis to review project progress and discuss project coordination, as well as Contract compliance issues.

7.4 Approval of Contractor's Staff

- 7.4.1** County has the absolute right to approve or disapprove all 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.

7.4.2 Contractor shall use best efforts to assure continuity during the term of the Contract of Contract personnel performing key functions under this Contract, together with Contractor Project Director and Contractor Project Manager (in this Sub-paragraph 7.4, the "Contractor Key Personnel"). Notwithstanding the foregoing, County's Project Director may require removal of any Contractor Key Personnel.

7.4.3 In the event Contractor should desire to remove any Contractor Key Personnel from performing work under this Contract, Contractor shall provide County with notice at least fourteen (14) days in advance, except in circumstances in which such notice is not possible (e.g., a removal for cause or other egregious act), and shall work with County on a mutually agreeable transition plan to ensure project continuity.

7.4.4 Contractor shall promptly (and in any event no later than fourteen (14) days of providing County notice under Sub-paragraph 7.4.3) fill any vacancy in Contractor Key Personnel with individuals having qualifications at least equivalent to those of Contractor Key Personnel being replaced.

7.4.5 All staff employed by and on behalf of Contractor shall be adults who are legally eligible to work under the laws of the United States of America and the State of California. All Contractor Key Personnel and all other members of Contractor's staff who have direct contact with County or members of the public (either by telephone, electronic or written correspondence, or in person) shall be fully fluent in both spoken and written English.

7.5 Contractor's Staff Identification

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

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

7.5.2 Contractor must notify the County within one business day when staff is terminated from working under this Contract. Contractor must retrieve and return an employee's County ID badge to the County on the next

business day after the employee has terminated employment with the Contractor.

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

7.6 Background and Security Investigations

- 7.6.1** In addition to the requirements set forth in Exhibit J (Information Security and Privacy Requirements), 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.

- 7.6.2** 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.
- 7.6.3** Disqualification of any member of Contractor's staff pursuant to this Sub-paragraph 7.6 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.7 Confidentiality and Security

7.7.1 General Confidentiality Obligation

In addition to the requirements set forth in Exhibit J (Information Security and Privacy Requirements), Contractor must maintain the confidentiality of all County records and information, including but not limited to Personally Identifiable Information; information relating to County's

clients, constituents, users, partners, or personnel; County department and case information; and any other County Data, obtained, accessed, and/or produced under the provisions of this Contract (collectively, "Confidential 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. Without limiting the foregoing, parentage and support information used in the administration of the Title IV-D Program shall be considered Confidential Information and shall not be disclosed for any purpose not directly connected with the administration of the child support program. (Family Code 17212). All documents provided to the Contractor by County are Confidential Information. No information concerning parties or persons named in such documents will be released except as necessary in the performance of Contractor's duties under this Contract.

7.7.2 Nature of Confidential Information

Contractor agrees that all of County's Confidential Information will be deemed confidential and proprietary to the County, regardless of whether such information was disclosed intentionally or unintentionally or marked as "confidential" or "proprietary". Notwithstanding the foregoing or Sub-paragraph 7.7.1, Confidential Information does not include information that: (a) is or becomes known to the public without fault or breach of the either party; (b) a party obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation known to that party; and/or (c) is independently developed by a party without use of the other party's Confidential Information.

7.7.3 Required Actions Regarding County's Confidential Information

7.7.3.1 The Contractor shall restrict access to the County's Confidential Information only to its officers, employees, agents, and Subcontractors who need the County's Confidential Information to perform official duties under the Contract. The Contractor shall inform all its officers, employees, Subcontractors, and other agents providing work hereunder of the confidentiality and security provisions of this Contract. Contractor is responsible for compliance with this Sub-paragraph 7.7 of its officers, employees, Subcontractors, and other agents to which Contractor has disclosed Confidential Information.

7.7.3.2 The Contractor shall: (a) not use the County's Confidential Information for any purpose whatsoever other than carrying

out the express terms of the Contract; (b) promptly transmit to the County a written notification regarding all requests for disclosure of any of County's Confidential Information made by any third party other than Contractor's officers, employees, agents, or Subcontractors with respect to which the Contractor shall have complied with Sub-paragraph 7.7.3.1; (c) not disclose, except as otherwise specifically permitted by the Contract, any of County's Confidential Information to any person or organization other than the County without the County's prior written authorization that the records are, or information is, releasable; and (d) at the expiration or termination of the Contract, at County's election, return, destroy, or maintain all of County's Confidential Information in accordance with this Contract.

7.7.3.3 Without limiting the generality of the preceding subparagraph, in the event the Contractor receives any court or administrative agency order, or service of process regarding any of County's Confidential Information, the Contractor shall promptly notify (to the extent permitted by law) the County. Thereafter, the Contractor shall comply with such order, process, or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, the Contractor shall use commercially reasonable efforts to delay such compliance and cooperate with the County to obtain relief from such obligations to disclose until the County shall have been given a reasonable opportunity to obtain such relief. Additionally, the Contractor shall promptly notify the County of any improper action with respect to the County's Confidential Information that comes to the Contractor's attention.

7.7.4 Intentionally Omitted

7.7.5 Non-Exclusive Equitable Remedy

The Contractor acknowledges that due to the unique nature of the Confidential Information there may be no adequate remedy at law for any breach of its obligations hereunder, that any such breach or threatened breach may result in irreparable harm to the County, and therefore, that upon any such breach or any threat thereof, the County may be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies either of them might have at law or equity.

7.7.6 Personally Identifiable Information

In connection with this Contract and performance of work, Contractor may be provided or obtain, from County or otherwise, PII pertaining to County's current and prospective personnel, directors and officers, agents, investors, constituents, and clients and may need to process such PII and/or transfer it, all subject to the restrictions set forth in this Contract and otherwise in compliance with all applicable State and Federal laws, rules, and regulations for the sole purpose of performing work under this Contract.

7.7.6.1 Treatment of Personally Identifiable Information

Without limiting any other warranty or obligations specified in this Contract, and in particular the confidentiality and security provisions of this Sub-paragraph 7.7, during the term of this Contract and thereafter in perpetuity, Contractor will not gather, store, log, archive, use, or otherwise retain any PII in any manner and will not disclose, distribute, sell, share, rent, or otherwise retain any PII to any third-party, except as expressly required to perform its obligations in this Contract or as Contractor may be expressly directed in advance in writing by County. Contractor represents and warrants that Contractor will use and process PII only in compliance with this Contract and all applicable State and Federal laws, rules, and regulations.

7.7.6.2 Retention of Personally Identifiable Information

Contractor will not retain any PII for any period longer than necessary for Contractor to fulfill its obligations under this Contract. As soon as Contractor no longer needs to retain such PII to perform its duties under this Contract, Contractor will promptly return or destroy or erase at County's option for all originals and copies of such PII in accordance with this Sub-paragraph 7.7 (Confidentiality and Security).

7.7.7 Information Security and Privacy Requirements

Without limiting this Sub-paragraph 7.7, Contractor, its officers, employees, Subcontractors, agents, and the System, as applicable, will, always, during the term of this Contract, comply with Exhibit J (Information Security and Privacy Requirements) and Exhibit L (California DCSS Confidentiality and Information Privacy and Security Requirements), as well as applicable confidentiality and privacy laws, rules, regulations, ordinances, guidelines, directives, and policies mandated by the State and Federal governments. Notwithstanding

Section I (Order of Precedence) of Exhibit L California DCSS Confidentiality and Information Privacy and Security Requirements), the parties agree if there is a conflict between a provision of Exhibit L and this Contract or Exhibit J (Information Security and Privacy Requirements), the provision that is more protective of the County or the County Data will prevail.

7.7.8 Specific Indemnity

The Contractor shall indemnify, defend, and hold harmless the County Indemnitees, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, Subcontractors, or other agents, to comply with this Sub-paragraph 7.7 (Confidentiality and Security), as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor indemnification obligations under this Sub-paragraph 7.7 (Confidentiality and Security) shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the County without the County's prior written approval.

7.7.9 Material Breach

Any breach of this Sub-paragraph 7.7 by Contractor shall constitute a material breach of this Contract and be grounds for termination of this Contract pursuant to the applicable provisions of Sub-paragraph 8.43 (Termination for Default) of this Contract.

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments, Board Orders, and Change Orders

8.1.1 Amendments

For any change which affects the scope of work, term, Total Contract Sum, payments, or any term or condition included under this Contract,

a negotiated written amendment to this Contract ("Amendment") shall be required to be authorized in advance by County's Board of Supervisors and executed in writing by authorized representative(s) of both the County and the Contractor.

Notwithstanding the forgoing, the Director of CSSD or designee is specifically authorized to execute Amendments on behalf of the County without additional preauthorization by the County's Board of Supervisors as follows: (a) the Amendment does not materially affect the scope of work, amount of payments, or any term or condition included in this Contract; (b) provide written consent to an assignment or delegation under Sub-paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions); (c) implement a reduction pursuant to Sub-paragraph 8.4 (Budget Reductions); and/or (d) has otherwise been delegated to the Director of CSSD by the County's Board of Supervisors.

8.1.2 Board Orders

The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an amendment to the Contract must be prepared and executed by the Contractor and by the Director of CSSD or designee.

8.1.3 Change Orders

For any change which requires Contractor to incur any additional costs or expenses using Pool Dollars (if added pursuant to an Amendment as provided in this Contract), a written change order ("Change Order") for Optional Work shall be prepared and executed by each of (a) the County's Project Manager, and (b) Contractor's authorized representative(s). County is specifically authorized to execute Change Order for expenditure of Pool Dollars for acquisition of Optional Work under the Contract. Any requests for the expenditure of Pool Dollars must be approved in writing by the Director of CSSD 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 in accordance with Sub-paragraph 8.1, 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 term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 Budget Reductions

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the work 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 the work set forth in this Contract.

8.5 Complaints

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

8.5.1 Complaint Procedures

- 8.5.1.1** Within 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.
- 8.5.1.2** The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.1.3** If the County requests changes in the Contractor's policy, the Contractor must make such changes and resubmit the plan within ten (10) business days for County approval.
- 8.5.1.4** If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor must submit proposed changes to the County for approval before implementation.
- 8.5.1.5** The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.1.6** When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.1.7** Copies of all written responses must be sent to the County's Project Manager within five (5) business days of mailing to the complainant.

8.6 Compliance with Applicable Law

- 8.6.1** In the performance of this Contract, Contractor must comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2** Contractor must indemnify, defend, and hold harmless County Indemnitees, 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 Sub-paragraph 8.6 (Compliance with Applicable Law) will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

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

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

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in [Sections 2.203.010 through 2.203.090 of the Los Angeles County Code](#).

8.8.2 Written Employee Jury Service Policy

8.8.2.1 Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the Contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), the Contractor must have and adhere to a written policy that provides that its Employees (as defined below in this Sub-paragraph 8.8) will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

8.8.2.2 For purposes of this paragraph, "contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such Subcontract and a copy of the Jury Service Program must be attached to the agreement.

8.8.2.3 If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor must immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "contractor" or if the

Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that the Contractor continues to qualify for an exception to the Program.

8.8.2.4 Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period 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.

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

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

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

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

8.12.4.4 If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately

demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

8.12.5 Subcontractors of County Contractors

These terms will also apply to subcontractors of County contractors.

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

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

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

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

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

8.15 County's Quality Assurance Plan

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

8.16 Damage to County Facilities, Buildings or Grounds

8.16.1 The Contractor will repair, or cause to be repaired, at its own cost, 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 staff 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 staff for the period prescribed by law.

8.17.2 The Contractor must indemnify, defend, and hold harmless, the County Indemnitees 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. Any legal defense pursuant to the Contractor indemnification obligations under this Sub-paragraph 8.17 shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the County without the County's prior written approval.

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 Sub-paragraph 8.1 (Amendments, Board Orders, and Changed Orders) 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 Indemnitees 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. Any legal defense pursuant to the Contractor indemnification obligations under this Sub-paragraph 8.19 shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the County without the County's prior written approval.

8.20 Force Majeure

8.20.1 Neither party will be liable for such party's delay in performing 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 will provide a notice of delay in accordance with Sub-paragraph 8.30 (Notice of Delays), and Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

- 8.22.1** This Contract is by and between the County and the Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2** The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3** The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers’ Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor will be solely liable and responsible for furnishing 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 Sub-paragraph 7.7 (Confidentiality and Security).

8.23 Indemnification

8.23.1 General 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 Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees. Any legal defense pursuant to the Contractor indemnification obligations under this Sub-paragraph 8.23 shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the County without the County's prior written approval.

8.23.2 Intellectual Property Indemnification. Contractor shall indemnify, hold harmless, and defend County Indemnitees from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, but not limited to, defense costs and legal, accounting, and other expert, consulting, or professional fees and attorney's fees, as such are incurred, for or by reason of any actual or alleged infringement of any third-party's patent, copyright, or other Intellectual Property Right, or any actual or alleged unauthorized trade secret disclosure or misappropriation, arising from or related to the GovLink System or other Contractor Proprietary Technology (collectively in this Sub-paragraph 8.23.2, the "Indemnified Items;" with such claims, demands, damages, liabilities, losses, costs, and expenses being collectively referred to in this Sub-paragraph 8.23.2 as "Infringement Claims").

8.23.2.1 Any legal defense pursuant to the Contractor indemnification obligations under this Sub-paragraph 8.23.2 shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole

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

8.23.2.2 County shall notify Contractor, in writing, as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure. If any Indemnified Item hereunder becomes the subject of an Infringement Claim under this Sub-paragraph 8.23.2, or in County's opinion is likely to become the subject of such an Infringement Claim, then, in addition to defending the Infringement Claim and paying any damages and attorneys' fees as required above in this Sub-paragraph 8.23.2, Contractor shall, at its option and in its sole discretion and at no cost to County, as remedial measures, either: (i) procure the right, by license or otherwise, for County to continue to use the Indemnified Items or affected component(s) thereof, or part(s) thereof, pursuant to this Contract; or (ii) replace or modify the Indemnified Items or component(s) thereof with another software, service, item, or component(s) thereof of at least equivalent quality and performance capabilities, in County's determination, until it is determined by County that the Indemnified Items and all components thereof become non-infringing, non-misappropriating, and non-disclosing (hereinafter collectively for the purpose of this Sub-paragraph 8.23.2, "Remedial Act(s)").

8.23.2.3 If Contractor fails to complete the Remedial Acts described in Sub-paragraph 8.23.2.2 above within forty-five (45) days of notice of the Infringement Claim (and such time has not been extended by County in writing) then, County shall have the right, at its sole option, to elect to (i) terminate this Contract with regard to the infringing Indemnified Items for default, in which case, in addition to other remedies available to County, Contractor shall reimburse County for all fees paid by County to Contractor under the Contract for the GovLink System as apportioned by County in its sole discretion, and/or (ii) take such remedial acts as it determines to be commercially

reasonable to mitigate any impairment of its use of the infringing Indemnified Items or damages (hereafter collectively referred to in this Sub-paragraph 8.23.2.3 as "County's Mitigation Acts"). Contractor shall indemnify and hold harmless County for all amounts paid and all direct and indirect costs associated with County's Mitigation Acts. Failure by Contractor to pay such amounts within ten (10) Business Days of invoice by County shall, in addition to, and cumulative of all other remedies, entitle County to immediately withhold all payments due to Contractor under this Contract up to the amount paid by County in connection with County's Mitigation Acts.

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 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 Sub-paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types, and limits (in Sub-paragraphs 8.24 and 8.25, 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 from liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

8.24.2.1 Certificate(s) of insurance coverage (in Sub-paragraphs 8.24 and 8.25, "Certificate") satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) have been given insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.

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

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

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

8.24.2.4 Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

8.24.2.5 Certificates and copies of any required endorsements must be sent to County Contract Project Monitor at the address herein provided in Exhibit D (County's Administration).

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

8.24.3 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees, and volunteers (collectively in Subparagraphs 8.24 and 8.25, "County and its Agents") must be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status must apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also must apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic

additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.4 Cancellation of or Changes in Insurance

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

8.24.5 Failure to Maintain Insurance

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

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Must Be Primary

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

8.24.8 Waivers of Subrogation

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

8.24.9 Subcontractor Insurance Coverage Requirements

Contractor must include all Subcontractors as insureds under Contractor's own policies or must provide County with each Subcontractor's separate evidence of insurance coverage. Contractor will be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein and must require that each Subcontractor name the County and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor must obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.11 Claims Made Coverage

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

8.24.12 Application of Excess Liability Coverage

Contractor 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 (if applicable), leased, hired, and/or non-owned autos, as each may be applicable.

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

8.25.4 Unique Insurance Coverage

8.25.4.1 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.

8.25.4.2 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 \$4 million, which may be satisfied through a cyber liability insurance which includes coverage for technology errors and omissions.

8.25.4.3 Cyber Liability Insurance

The Contractor must secure and maintain cyber liability insurance coverage with limits of not less than \$4 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 Data 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 County as an additional insured to its cyber liability insurance policy and

provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will not be construed as a limitation upon 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.

8.26 Liquidated Damages

8.26.1 If, in the judgment of the County Project Director, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the County Project Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment, or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the County Project Director, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the County Project Director, or his/her designee, determines that there are deficiencies in the performance of this Contract that the County Project Director, or his/her designee, deems are correctable by the Contractor over a certain time span, the County Project Director, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the County Project Director, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the fees due; 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 \$100 per day per infraction, 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 Sub-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 sub-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 Sub-paragraph 8.26.2, and must not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 Contractor certifies to the County each of the following:

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

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

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

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

8.28.3 The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to employment, upgrading, demotion, transfer, recruitment or recruitment

advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.4** The Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6** The Contractor will allow County representatives access to the contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-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 Sub-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 Dispute Resolution Procedure

8.31.1 It is the intent of the Parties that all disputes arising under this Contract be resolved expeditiously, amicably, and at the level within each Party's organization that is most knowledgeable about the disputed issue. The Parties understand and agree that the procedures outlined in this Sub-paragraph are not intended to supplant the routine handling of inquiries and complaints through informal contact with their respective managers. Accordingly, for purposes of the procedures set forth in this sub-paragraph, a "dispute" shall mean any action, dispute, claim, or controversy of any kind, whether in contract or tort, statutory or common law, legal or equitable, now existing or hereafter arising under or in connection with, or in any way pertaining to this Contract.

8.31.2 Contractor and County agree to act with urgency to mutually resolve any disputes which may arise with respect to this Contract. All such disputes shall be subject to the provisions of this Sub-paragraph 8.31 (such provisions shall be collectively referred to as the "Dispute Resolution Procedure"). Time is of the essence in the resolution of disputes.

8.31.3 Contractor and County agree that the existence and details of a dispute notwithstanding, both Parties shall continue without delay their performance hereunder, except for any performance which County determines should be delayed as a result of such dispute.

8.31.4 Subject to the provisions of Sub-paragraph 5.5 (Invoices and Payments), if Contractor fails to continue without delay its performance hereunder which County, in its sole discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by County, or County may deduct all such additional costs from any amounts due to Contractor from County.

8.31.5 If County fails to continue without delay to perform its responsibilities under this Contract which County determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor

or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.

- 8.31.6** In the event of any dispute between the Parties with respect to this Contract, Contractor and County shall submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
- 8.31.7** If the Project Managers are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute to them, then the matter shall be immediately submitted to the Parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.
- 8.31.8** If the Project Directors are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute to them, then the matter shall be immediately submitted to Contractor's president or equivalent and the Director of CSSD. These persons shall have ten (10) days to attempt to resolve the dispute.
- 8.31.9** If at these levels, there is not a resolution of the dispute acceptable to both Parties, then each Party may assert its other rights and remedies provided under this Contract and/or its rights and remedies as provided by law.
- 8.31.10** All disputes utilizing this Dispute Resolution Procedure shall be documented in writing by each Party and shall state the specifics of each alleged dispute and all actions taken. The Parties shall act in good faith to resolve all disputes. At all three (3) levels described in this Sub-paragraph 8.31, the efforts to resolve a dispute shall be undertaken by conference between the Parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.
- 8.31.11** Notwithstanding any other provision of this Contract, County's right to terminate this Contract or both Party's right to seek injunctive relief to enforce the provisions of Sub-paragraph 7.7 (Confidentiality and Security) shall not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights and shall not be deemed to impair any claims that County may have against Contractor or County's rights to assert such claims after any such termination, or such injunctive relief has been obtained.

8.31.12 Contractor shall bring to the attention of the County Project Manager and/or County Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract.

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, overnight delivery with a reputable overnight delivery carrier, 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). Notices and demands sent hereunder shall be deemed delivered immediately upon hand delivery, one (1) Day of deposit for overnight delivery with a reputable overnight delivery carrier, and within four (4) Days of deposit in the U.S. Mail if sent first-class registered or certified mail. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The County's Contract Project Monitor 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 Sub-paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act), and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County Indemnitees from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act. Any legal defense pursuant to the Contractor indemnification obligations under this Sub-paragraph 8.36 shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the County without the County's prior written approval.

8.37 Publicity

8.37.1 The Contractor must not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County will not inhibit the Contractor from publishing its role under this Contract within the following conditions:

8.37.1.1 The Contractor must develop all publicity material in a professional manner; and

8.37.1.2 During the term of this Contract, the Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County Project Director. The County will not unreasonably withhold written consent.

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

8.38 Record Retention and Inspection-Audit Settlement

8.38.1 The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.2 If 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 Sub-paragraph 8.38 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 of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 Subcontracting

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

8.40.2 If the Contractor desires to Subcontract, the Contractor must provide the following information promptly at the County's request:

8.40.2.1 A description of the work to be performed by the Subcontractor.

8.40.2.2 A draft copy of the proposed Subcontract; and

8.40.2.3 Other pertinent information and/or certifications requested by the County.

8.40.3 The Contractor must indemnify, defend, and hold the County Indemnitees harmless in accordance with this Contract, with respect to

the activities of each 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 all personnel, including Subcontractor employees, providing work under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
 - 8.40.6** The County 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 the County Contract Project Monitor at the address herein in Exhibit D (County's Administration).
- 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 Sub-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 Sub-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 thirty (30) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor must:

8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

8.42.2.2 Complete performance of such part of the work as would not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract must be maintained by the Contractor in accordance with Sub-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 Project Director:

8.43.1.1 Contractor has materially breached this Contract and has failed to cure such breach 30 Days following delivery by County to Contractor of written notice specifying such failure:
or

8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, good, service, or other work required either under this Contract; or

8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) Business Days (or such longer period as the County may authorize in writing) after delivery by County to Contractor of written notice from the County specifying such failure.

8.43.2 If the County terminates this Contract in whole or in part as provided in Sub-paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services like those so terminated. The Contractor will be liable to the County for 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 sub-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 Sub-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 sub-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 Sub-paragraph 8.43 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Sub-paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of Sub-paragraph 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 Sub-paragraph 8.42 (Termination for Convenience).
- 8.43.5** The rights and remedies of the County provided in this Sub-paragraph 8.43 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

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

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

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

8.45 Termination for Insolvency

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

8.45.1.1 Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code.

8.45.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code.

8.45.1.3 The appointment of a Receiver or Trustee for the Contractor; or

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

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

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

The Contractor, and each County Lobbyist or County Lobbying firm as defined in [County Code Section 2.160.010](#) retained by the Contractor, must fully comply with the County's Lobbyist Ordinance, [County Code Chapter 2.160](#). Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the County will not be obligated for the Contractor's performance hereunder or by any provision of this

Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's budget for each such future fiscal year. If 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 Sub-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) 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 Sub-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 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 work 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 sub-paragraph will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.55 Effect of Termination

8.55.1 In the event County terminates this Contract in whole or in part as provided hereunder or upon the expiration of the Contract, as applicable, then, unless otherwise specified by County in writing:

8.55.1.1 Contractor will continue the performance of this Contract to the extent not terminated.

8.55.1.2 Contractor will cease to perform the portion of the work being terminated on the date and to the extent specified in such notice and provide to County all completed work and work in progress, in a media reasonably requested by County.

- 8.55.1.3** County will pay to Contractor all sums due and payable to Contractor for work properly performed and accepted in accordance with this Contract through the effective date of such expiration or termination (prorated as appropriate).
 - 8.55.1.4** Contractor will refund to County any prepaid but unused fees.
 - 8.55.1.5** Contractor shall promptly return to County all of the County's Confidential Information that relates to the portion of the Contract or work terminated by County, including all County Data, in a media reasonably requested by County or at County's election destroy all copies of such Confidential Information in accordance with this Contract.
- 8.55.2** Expiration or termination of this Contract for any reason will not release either party from any liabilities or obligations set forth in this Contract which (i) the parties have expressly agreed in writing will survive any such expiration or termination, or (ii) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination.
- 8.55.3** Contractor understands and agrees that County has obligations that it cannot satisfy without use of the System provided to County hereunder or an equivalent system, and that a failure to satisfy such obligations could result in irreparable damage to County and the entities it serves. Therefore, Contractor agrees that in the event of any expiration or termination of this Contract, Contractor shall fully cooperate with County in the transition of County to a new system, toward the end that there be no interruption of County's day to day operations due to the unavailability of the System during such transition as provided herein. For ninety (90) days prior to the expiration date of this Contract, or upon notice of termination of this Contract (in this sub-paragraph, "Transition Period"), Contractor shall assist the County in extracting and/or transitioning all County Data in the format determined by the County. The Transition Period may be modified as agreed upon in writing by the parties in an amendment entered into in accordance with this Contract. Additionally, upon the expiration or termination of this Contract, County may require Contractor to provide services to assist County to transition GovLink System operations from Contractor to County or County's designated third party (in this sub-paragraph, "Transition Services"). Upon County's request for Transition Services, County and Contractor agree to negotiate in good faith the scope of work and the price for such Transition Services, using any applicable rates set forth on Exhibit B (Pricing Schedule). The duty of Contractor to provide such Transition Services shall be conditioned on County continuing to comply with its obligations under the Contract, including payment of all applicable fees.

Contractor shall have no right to withhold or limit its performance or any of such Transition Services on the basis of any alleged breach of this Contract by County, other than a failure by County to timely pay the amounts due and payable hereunder. County shall have the right to seek specific performance of this Sub-paragraph 8.55.3 in any court of competent jurisdiction and Contractor hereby waives any defense that damages are an adequate remedy. Additionally, if County terminates the Contract for any breach by Contractor, County shall be entitled to seek reimbursement from Contractor for all costs incurred by County in connection with Contractor's provision of Transition Services, including but not limited to all fees paid to Contractor for such Transition Services. Compliance with this Sub-paragraph 8.55.3 by either Party shall not constitute a waiver or estoppel with regard to any rights or remedies available to the Parties.

8.56 Compliance with Fair Chance Employment 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 sub-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 (in this Sub-paragraph 8.58, "Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Proposer from

participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision will survive the expiration, or other termination of this 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 sub-paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

9 UNIQUE TERMS AND CONDITIONS

9.1 Proprietary Considerations

9.1.1 License Grants and Limitations

9.1.1.1 Access License. Contractor grants to County an unlimited (except as limited by this Contract), non-exclusive, non-transferable (except as permitted by this Contract) license, without the right to sublicense (except as permitted under Sub-paragraph 9.1.1.2 (Third-Party Vendors) below), to remotely access and use the GovLink System in accordance with the terms of this Contract for the length of the term of this Contract.

9.1.1.2 Third-Party Vendors. Contractor acknowledges and agrees that County may use certain third-party vendors for purposes of performing some of County's internal business processes ("Third-Party Vendors"). County may allow its Third-Party Vendors to access and use the GovLink System subject to the terms and conditions of this Contract solely for County's internal business processing services, subject to the following conditions: (i) County agrees to be fully responsible for all use of the GovLink System by its Third-Party Vendors; (ii) County will ensure compliance by Third-Party Vendors with the terms and conditions of this Contract, including without limitation,

the applicable provisions of Sub-paragraph 7.7 (Confidentiality and Security) of this Contract; and (iii) upon termination of its relationship with such Third-Party Vendors or of this Contract, County will ensure that all access to the GovLink System by such Third-Party Vendors ceases immediately.

9.1.1.3 Limitations. Unless otherwise expressly authorized in this Contract, County will not will not: (i) modify, adapt, alter, translate, or create derivative works from the GovLink System; (ii) merge the GovLink System (or any part thereof) with any other software, products or services (other than Contractor-provided interfaces or interfaces developed based upon Specifications provided by Contractor); (iii) sublicense, resell, re-distribute, lease, rent, loan, disclose or otherwise transfer the GovLink System (or any part thereof) or any other associated products and services to any third party (other than as permitted under Sub-paragraph 9.1.1.2 (Third-Party Vendors) above); (iv) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source or object code of the GovLink System (or any part thereof); (v) otherwise use or copy the GovLink System (or any part thereof) except as expressly allowed under this Contract or (vi) alter, distort, or remove any confidential, proprietary, copyright, trademark, trade secret, or patent legends from any copy of the GovLink System (or any part thereof).

9.1.2 Documentation. At no additional charge to County, Contractor will provide or make available to County all Documentation relating to the GovLink System. If the Documentation for the GovLink System is revised or supplemented at any time (which Contractor will regularly update Documentation to reflection material revisions), Contractor will promptly provide or make available to County a copy of such revised or supplemental Documentation, at no additional cost to County. County may, at any time, reproduce copies of all Documentation and other materials provided or made available by Contractor, distribute such copies to County and Third-Party Vendor personnel, or County designees and users of the GovLink System, and incorporate such copies into its own technical and user manuals, provided that such reproduction relates to County's and users' use of the GovLink System as permitted in this Contract, and all copyright and trademark notices, if any, are reproduced thereon. Contractor will provide or make available to County all Documentation in electronic form.

9.1.3 Revisions

- 9.1.3.1** During the term of this Contract, all Revisions will be provided to County as part of Contractor's Support Services under Sub-paragraph 9.2 (Support Services) at no additional charge beyond the fees set forth in Exhibit B (Pricing Schedule), regardless of whether Contractor charges other customers for such Revisions.
- 9.1.3.2** Contractor may from time to time make material Revisions to the GovLink System. In the event of such Revisions, (a) the Revision of the GovLink System will include at least the functionality, level, or quality of services that County previously received and shall continue to comply with all of the requirements of this Contract, and (b) County shall be provided, at least sixty (60) days in advance of any such material changes, written notice and a demonstration of such material changes (for any minor changes or security updates a shorter notice period may be required). If such advanced demonstration reveals material adverse effects on functionality or operation of the GovLink System, including, but not limited to, a failure to comply with the requirements of this Contract, or compatibility with County's technical, business or regulatory requirements, including, without limitation, hardware, software, or browser configurations, then County may in its sole discretion reject such changes, and remain on the current Revision of the GovLink System and continue to receive Support Services as required hereunder for the remainder of the term of this Contract. County shall be entitled to withhold payment demonstrated correction of the issues identified. During the term of this Contract, as part of Support Services, County shall receive access to all new Revisions of the GovLink System that Contractor makes available to its other licensees without additional charge as provided in this Sub-paragraph 9.1.3 (Revisions) within thirty (30) days after their general availability. Notwithstanding the foregoing, Contractor represents, warrants, covenants, and agrees that throughout the term of this Contract, Contractor shall only provide Support Services for the current version of GovLink System and the most recent prior one (1) version.
- 9.1.3.3** Without limiting the foregoing provisions of this Sub-paragraph 9.1.3, if during the term (a) the Licensed Software is displaced in Contractor's product line by another product, or (b) a renamed product containing substantially similar functionality to the Licensed Software is distributed by Contractor (even if the renamed product contains additional

features, functionality, or other capabilities) (in this Sub-paragraph 9.1.3, "Displaced/Renamed Product"), County shall receive the Displaced/Renamed Product as a Revision.

9.1.4 Proprietary Rights

9.1.4.1 Ownership of County Data. All of the County's Confidential Information, including without limitation Personally Identifiable Information, information relating to County's constituents, users, partners, or personnel; County department case information; any other sensitive records or information; and other data, records, and information of County to which Contractor has access, or otherwise provided to Contractor under this Contract; and all of the output from the GovLink System generated by County's use of the GovLink System, including without limitation, reports, graphs, charts, modified County Data, etc., but expressly excluding any form templates of such reports, graphs or charts that by themselves that do not include County Data (collectively, "County Data") provided or made accessible by County to Contractor, is and shall remain the property of County.

9.1.4.2 Ownership of Deliverables and Intellectual Property Rights Created Under this Contract. The County shall be the sole owner of all right, title and interest, including copyright, in and to all System design, project and System plans, diagrams, reports, and other deliverables (excluding the GovLink System itself) (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract or otherwise delivered pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all 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. During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all the Contractor's working papers prepared under this Contract. The County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

9.1.4.3 Proprietary Rights in the Contractor Proprietary Technology. As between the Parties, and subject to the

terms and conditions of this Contract, Contractor and its third-party suppliers will retain ownership of all Intellectual Property Rights in the GovLink System or other deliverables in existence as of the effective date of this Contract or developed outside of the scope of this Contract (collectively, "Contractor Proprietary Technology"). County acquires no rights to Contractor Proprietary Technology except for the license interests granted under this Contract, which include but are not limited to license rights in the GovLink System granted herein, as well as a perpetual license in all Contractor Proprietary Technology to the extent incorporated into the materials and necessary to County's use and enjoyment of the materials.

- 1) All Contractor Proprietary Technology shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material according to Sub-paragraph 8.36 (Public Records Act).
- 2) The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute, or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 3) Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under Sub-paragraph 9.1.4.3, number 2, for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Sub-paragraph 9.1.4.3, number 1, or for any disclosure which the County is required to make under any state or Federal law or order of court.

9.1.5 Third-Party Product. The Contractor shall not use any software or other content licensed, leased, or otherwise obtained by Contractor from a third-party ("Third-Party Product") in the GovLink System without the prior written approval of the County to be granted or withheld in its sole discretion. In the event Contractor provides any Third-Party Product to County on connection with this Contract, Contractor shall obtain, at Contractor's sole cost and expense, a license for County and County's agents and assigns, to use the Third-Party Product that is consistent

with the license rights granted hereunder with respect to the GovLink System. For the avoidance of doubt, Contractor shall maintain, support, and host, at no additional charge to County, all Third-Party Product to the same extent as the other components of the GovLink System.

9.2 Support Services

9.2.1 During the term of this Contract, Contractor shall provide to County the maintenance services, hosting services, and operational support for the GovLink System as set forth in this Contract, including Exhibit K (Support Services) and Exhibit J (Information Security and Privacy Requirements) (collectively, "Support Services"), at no additional charge beyond the Support Fees. Contractor's obligation to perform Support Services, shall commence upon Go-Live of the Phase 1 System (as defined in Exhibit A (Statement of Work and Attachments)), and County's payment for work performed under Tasks 1 through 8 of Exhibit A (Statement of Work and Attachments), as specified in Exhibit B (Pricing Schedule) in accordance with this Contract, will complete County's obligation to pay for Support Services through and including June 30, 2026. Thereafter, County's obligation to pay for Support Services will be as specified in Exhibit B (Pricing Schedule). Without limiting the foregoing, there shall be no additional charge to County for on-site maintenance and support services to remedy a breach of warranty, to correct a failure of the System to conform to the Specifications, or to fulfill Contractor's obligations pursuant to this Subparagraph 9.2 (Support Services).

9.3 Unique Representations and Warranties

9.3.1 The GovLink System (and all portions thereof) shall conform to the Specifications and requirements set forth in this Contract without material Deficiencies during the term of this Contract.

9.3.2 Contractor shall institute quality controls, including suitable testing procedures if any, to ensure that the GovLink System and other tasks, deliverables, milestones, goods, Services, and other work comply with the Specifications and the other requirements of this Contract. Upon the County's reasonable request, the County shall have the right to review Contractor's quality controls to verify and/or improve the quality of the GovLink System and other tasks, deliverables, milestones, goods, Services, and other work. Contractor represents and warrants there is no existing pattern or repetition of customer complaints regarding the GovLink System or other tasks, deliverables, milestones, goods, Services, or other work, including functionality or performance issues, and Contractor's engineers have not currently identified any repeating adverse impact on the GovLink System, including functionality or

performance, for which the root cause is believed to be a flaw or defect in the GovLink System.

- 9.3.3** Contractor shall not intentionally cause any unplanned interruption of the operations of, or accessibility to the GovLink System or any component thereof through any code, device, method or means including, without limitation, the use of any "virus", "lockup", "time bomb", or "key lock", "worm", "back door" or "Trojan Horse" device or program, any disabling or malicious code or malware, which has the potential or capability of compromising the security or confidentiality of the Confidential Information or of causing any unplanned interruption of the accessibility of the GovLink System or any component thereof by County or any user or which could alter, destroy, or inhibit the use of the GovLink System, any component thereof, or the data contained therein (collectively in this Sub-paragraph 9.3, "Disabling Devices").
- 9.3.4** Contractor shall implement practices and procedures consistent with guidance defined in International Organization for Standardization security standard 27002, Section 10.4.1, as in effect from time to time, to prevent Disabling Devices from being incorporated or introduced into any component of the GovLink System by Contractor or any third party and to detect Disabling Devices in the event preventive measures fail.
- 9.3.5** Contractor shall not reproduce, distribute or disclose to any person or entity any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding information security or maintenance in County's computer systems, or to any safeguard, countermeasure or contingency plan, policy or procedure for data security contemplated or implemented by County, other than to the applicable affected vendor(s), law enforcement and/or computer security coordinating organizations, in each case, with County's prior written consent which will not be unreasonably withheld.
- 9.3.6** The GovLink System shall not contain defamatory or indecent matter, and County's use of the GovLink System in accordance with this Contract will not infringe the intellectual property rights of any third party.
- 9.3.7** To the extent permissible under the applicable third-party agreements, Contractor hereby assigns and agrees to deliver to County all representations and warranties received by Contractor from its third-party licensors and suppliers, including hardware vendors.
- 9.3.8** During term of this Contract, Contractor shall not subordinate this Contract or any of its rights hereunder to any third party without the prior written consent of County, and without providing in such subordination instrument for non-disturbance of County's use of the GovLink System (or any part thereof) in accordance with this Contract. This Contract and

the GovLink System licensed or acquired herein, are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Contractor's creditors. County is entitled to use the GovLink System without interruption. As of the date furnished, no statement contained in writing in the response to the request for proposals for the GovLink System contains any untrue statements about the prior experience or corporate description of Contractor or omits any fact necessary to make such statement not misleading.

9.3.9 County's remedies under the Contract for the breach of the warranties set forth in this Contract will include, but not be limited to, the repair or replacement by Contractor, at Contractor's own expense, of the non-conforming GovLink System or applicable tasks, deliverables, milestones, goods, Services, or other work, the specific remedies set forth in the Statement of Work or Exhibit K (Support Services), and other corrective measures afforded to County by Contractor under the Statement of Work, Exhibit K (Support Services), and this Contract.

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 I (Charitable Contributions Certification), the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law 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 Data Destruction

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

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

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10)

business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Vendor must certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, Guidelines for Media Sanitization. Vendor must provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that all County data was destroyed and is unusable, unreadable, and/or undecipherable.

9.6 Local Small Business Enterprise (LSBE) Preference Program

9.6.1 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](#).

9.6.2 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.

9.6.3 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.

9.6.4 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:

9.6.4.1 Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded.

9.6.4.2 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

9.6.4.3 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.

9.7 Social Enterprise (SE) Preference Program

- 9.7.1** 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](#).
- 9.7.2** 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 SE.
- 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 SE.
- 9.7.4** 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:
 - 9.7.4.1** Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded.
 - 9.7.4.2** 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
 - 9.7.4.3** 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.

9.8 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 9.8.1** 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](#).
- 9.8.2** 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.
- 9.8.3** 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.
- 9.8.4** 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:
- 9.8.4.1** Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded.
- 9.8.4.2** 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
- 9.8.4.3** 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.

10 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 shall survive the expiration or termination of this Contract for any reason:

Paragraph 1 (Applicable Documents)

Paragraph 2 (Definitions)

Paragraph 3 (Work)

Sub-paragraph 5.4 (No Payment for Services Provided Following Expiration-Termination of Contract)

Sub-paragraph 5.7 (Late Delivery Credits)

Sub-paragraph 7.7 (Confidentiality and Security)

Sub-paragraph 8.1 (Amendments, Board Orders, and Change Orders)

Sub-paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)

Sub-paragraph 8.6.2

Sub-paragraph 8.16 (Damage to County Facilities, Buildings or Grounds)

Sub-paragraph 8.17.2

Sub-paragraph 8.18 (Counterparts and Electronic Signatures and Representations)

Sub-paragraph 8.19 (Fair Labor Standards)

Sub-paragraph 8.20 (Force Majeure)

Sub-paragraph 8.21 (Governing Law, Jurisdiction, and Venue)

Sub-paragraph 8.23 (Indemnification)

Sub-paragraph 8.24 (General Provisions for all Insurance Coverage)

Sub-paragraph 8.25 (Insurance Coverage)

Sub-paragraph 8.26 (Liquidated Damages)

Sub-paragraph 8.31 (Dispute Resolution Procedure)

Sub-paragraph 8.34 (Notices)

Sub-paragraph 8.36 (Public Records Act)

Sub-paragraph 8.37 (Publicity)

Sub-paragraph 8.38 (Record Retention and Inspection-Audit Settlement)

Sub-paragraph 8.40.3

Sub-paragraph 8.42 (Termination for Convenience)

Sub-paragraph 8.43 (Termination for Default)

Sub-paragraph 8.48 (Validity)

Sub-paragraph 8.49 (Wavier)

Sub-paragraph 8.55 (Effect of Termination)

Sub-paragraph 8.58 (Prohibition from Participation in Future Solicitation(s))

Sub-paragraph 9.1 (Proprietary Considerations)

Sub-paragraph 9.5 (Data Destruction)

Paragraph 10 (Survival)

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Director of CSSD, the day and year first above written.

CONTRACTOR

GREENCOURT LEGAL TECHNOLOGIES, LLC

By

Andy Johnson, Chief Executive Officer

COUNTY OF LOS ANGELES

Child Support Services Department

By

Terrie Hardy, Director

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By

Senior Deputy County Counsel

TABLE OF CONTENTS OF EXHIBITS

A	STATEMENT OF WORK AND ATTACHMENTS
B	PRICING SCHEDULE
C	CONTRACTOR'S PROPOSED SCHEDULE
D	COUNTY'S ADMINISTRATION
E	CONTRACTOR'S ADMINISTRATION
F	CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY AND COPYRIGHT ASSIGNMENT AGREEMENT
G	SAFELY SURRENDERED BABY LAW
H	THIRD-PARTY PRODUCTS
I	CHARITABLE CONTRIBUTIONS CERTIFICATION
J	INFORMATION SECURITY AND PRIVACY REQUIREMENTS
K	SUPPORT SERVICES
L	CALIFORNIA DCSS CONFIDENTIALITY AND INFORMATION PRIVACY AND SECURITY REQUIREMENTS

STATEMENT OF WORK AND ATTACHMENTS

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
1 STATEMENT OF WORK AND ATTACHMENTS.....	1
1.1 Introduction	1
1.2 CSSD Overview	1
1.3 Scope Summary.....	1
2 QUALITY ASSURANCE PLAN.....	1
2.1 Status Meetings	2
2.2 Contract Discrepancy Report (Attachment 1 of this Exhibit A)	2
2.3 County Observations.....	2
3 ADMINISTRATION.....	2
COUNTY.....	2
3.1 County Project Director	2
3.2 County Project Manager.....	2
3.3 Designated County Staff	3
CONTRACTOR	3
3.4 Contractor Project Director.....	3
3.5 Contractor Project Manager	3
4 HOURS/DAYS OF WORK.....	3
5 SPECIFIC WORK REQUIREMENTS	4
5.1 Tasks/Deliverables.....	4
5.2 Task 1: Project Management	5
5.3 Task 2: System Design, Development, and Configuration	11
5.4 Task 3: Security	16
5.5 Task 4: Systems Integration.....	17
5.6 Task 5: Testing.....	19
5.7 Task 6: System Implementation	24
5.8 Task 7: Knowledge Transfer and Training	29
5.9 Task 8: Production Support and Transition	33
6 OPTIONAL WORK.....	37

TABLE OF CONTENTS

PARAGRAPH

PAGE

ATTACHMENTS

1	Contract Discrepancy Report (CDR)
2	Task/Deliverable Acceptance Form
3	Requirements Traceability Matrix (RTM)
4	Change Order Request Form (For Optional Work)

1 STATEMENT OF WORK AND ATTACHMENTS

1.1 Introduction

This Exhibit A (Statement of Work and Attachments) (the “Statement of Work,” “SOW,” or “Exhibit A”) is attached to the Contract by and between the County of Los Angeles (County) and GreenCourt Legal Technologies, LLC (Contractor) dated as of _____, 2025 (together with its exhibits and attachments, Contract). It sets forth the scope of work on behalf of County’s Child Support Services Department (CSSD) for GovLink, a comprehensive web-based, Contractor hosted, court document preparation, workflow and e-filing system in a cloud-based, software as a service (SaaS), with associated GovLink implementation and support Services (as further defined in the Contract, Services). Capitalized terms used in this Statement of Work without definition have the meanings given to such terms in the Contract.

The Contractor’s court document preparation, workflow and e-filing system will provide functionalities for all aspects of the e-filing process, including but not limited to document creation, editing, and signature, workflow processing, e-filing, to subsequent document return and e-filing status, and reports and data for automation. GovLink will allow for additional flexibility, tracking, and efficiencies not available using the Department of Child Support Services’ California Support Enforcement (CSE) system. The Los Angeles Superior Court has indicated that CSSD will be required to electronically file all court documents.

1.2 CSSD Overview

CSSD is charged with establishing parentage and support orders in accordance with Title IV-D of the Social Security Act of 1975. CSSD employs over 1400 staff and managers over 244,000 cases by providing services that include: case opening, locating parents, establishing parentage, and establishing and enforcing child and medical support orders. The establishment and enforcement of orders relies heavily on the ability to e-file documents with the courts.

1.3 Scope Summary

The purpose of this Statement of Work, and all its attachments, is to implement a new SaaS court document preparation, workflow, and e-filing solution to enable CSSD to efficiently provide support services mandated by Title IV-D of the Social Security Act, which will fully meet or exceed all the requirements, as stated in this SOW, the System Requirements referenced in Attachment 3 of this Exhibit A and as may be augmented during implementation (as further defined in the Contract, collectively referred to as Specifications), and otherwise in the Contract.

2 QUALITY ASSURANCE PLAN

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

2.1 Status Meetings

Contractor is required to attend scheduled status meetings. If Contractor is unable to attend a scheduled status meeting, they must provide advance notice to the County's Project Manager.

2.2 Contract Discrepancy Report (Attachment 1 of this Exhibit A)

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

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

2.3 County Observations

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

3 ADMINISTRATION

This project will be overseen and monitored by the County Project Director and County Project Manager, all of whom will monitor Contractor activities, personnel, and progress on this project pursuant to the Contract. This project is being undertaken with the following responsibilities, including but not limited to the following:

COUNTY

3.1 County Project Director

The County Project Director is responsible for the Contractor's overall performance of the Contract and shall have the authority to commit County resources to address all needs and responsibilities addressed in the Contract.

3.2 County Project Manager

The County Project Manager will report directly to the County Project Director. The County Project Manager will serve as the primary point-of-contact between the County Project Director and the Contractor. The County Project Manager is responsible for the overall day-to-day management and coordination to confirm that all deliverables and other requirements are completed successfully and that all Contract dates are met, including but not limited to, conducting project status

meetings with Contractor and coordination with internal County stakeholder(s), and other aspects of System implementation and management.

3.3 Designated County Staff

Staff responsible for certain project activities, as determined by County Project Director and/or County Project Manager, including working with Contractor staff, providing certain subject matter expertise and additional resources for workgroups, requirements validation, testing, and review of deliverables and other work.

CONTRACTOR

The Contractor shall provide sufficient and qualified/experienced staff to perform all work in accordance with this SOW. The Contractor shall provide technical support within the designated hours with the ability to provide remote support as needed.

The Contractor shall provide the following key staff, which shall be part of Contractor's project management team. All proposed staff must perform and render all Services within the continental United States.

3.4 Contractor Project Director

Shall be a full-time employee of the Contractor responsible for the Contractor's overall performance of the Contract and shall have the authority to commit resources of the Contractor to address all needs and requirements addressed in the Contract. The Contractor Project Director must be employed by the Contractor and have more than five (5) years of related experience on similar projects (size, scope, and complexity).

3.5 Contractor Project Manager

Shall be a full-time employee of the Contractor and shall be assigned to the GovLink project. The Contractor Project Manager shall report directly to the Contractor's Project Director. The Contractor Project Manager shall serve as the primary point-of-contact between the County Project Manager and the Contractor. The Contractor Project Manager is responsible for the overall day-to-day management and coordination to ensure that all deliverables and other requirements are completed successfully and that all Contract dates are met. The Contractor Project Manager shall have full authority to act on behalf of the Contractor on all matters relating to the daily operation of the Contract. The Contractor Project Manager shall be able to effectively communicate in English, both orally and in writing. The County must have access to the Contractor Project Manager, as set forth in Paragraph 4 (Hours/Days of Work). The Contractor Project Manager must be employed by the Contractor and have more than five (5) years of related experience on similar projects (size, scope, and complexity).

4 HOURS/DAYS OF WORK

County regular business hours are 7:00 a.m. to 5:30 p.m., Pacific Time, Monday through Friday. The County currently observes the following holidays: New Year's Day, Martin Luther King Jr.'s Birthday, Presidents' Day, Cesar Chavez Day, Memorial Day,

Juneteenth Day, Independence Day, Labor Day, Indigenous People's Day, Veterans Day, Thanksgiving Day, Friday After Thanksgiving, and Christmas. Such days of the week during such hours specified, excluding County holidays as applicable for each calendar year, are referred to herein as "Business Days."

5 SPECIFIC WORK REQUIREMENTS

Without limiting the more detailed descriptions set forth in the subsequent sections of this SOW, and otherwise, in the Contract, Contractor's work hereunder shall include the following:

- Contractor shall provide all Licensed Software, including but not limited to Contractor and third-party software licenses, and System Interfaces, and perform all Services, and other work to set up, configure, develop, integrate, and transfer knowledge to County on how to configure the new System to support and operate within the County to the full benefit of CSSD. Contractor shall provide the County with a software license for the use of the System and any additional components that meet the requirements described in the Specifications.
- Contractor shall perform, complete, and deliver all tasks, deliverables, goods, Services, and other work as set forth below or in any referenced document, in full compliance with this SOW in the United States. Also defined in this SOW are those tasks that involve participation of Contractor and County. Except to the extent expressly specified as an obligation of County, Contractor shall perform all tasks and provide all deliverables set forth herein.
- The System will be implemented in Phase 1 and Phase 2 as specified in this SOW.

5.1 Tasks/Deliverables

Throughout the Contract term, under the direction of the County Project Manager, the Contractor shall apply requisite technical and management skills and techniques to assure satisfactory, timely completion of project tasks and deliverables, and establish a project control and reporting system which shall provide routine and realistic assessments of progress against requirements of this SOW.

Contractor shall provide access to GovLink to all employees requested by CSSD and for all other deliverables Contractor will provide one (1) electronic copy (in Microsoft Office 2013 or higher: PowerPoint, Word, Excel, Visio, and Project) of all final versions of deliverables, as applicable. The County's right to approve all deliverables and other work, as set forth in this Contract, shall not be limited in any way by the County's approval of any prior deliverable. Contractor shall provide a Task/Deliverable Acceptance Form with submission of each deliverable under this Statement of Work. Refer to Task/Deliverable Acceptance Form, Attachment 2 of this Exhibit A.

Once the Project Plan and Schedule is approved by County Project Manager, unless otherwise authorized in writing by County Project Manager, deliverables

must be approved by County Project Manager according to the timeframe set forth in the Project Plan and Schedule. In general, County requires ten (10) Business Days to review each deliverable, with a corresponding ten (10) Business Days resolution period for Contractor to correct any Deficiencies regarding the deliverable. However, Contractor acknowledges and agrees that some deliverables may require a more extensive review and resolution. Contractor shall identify such deliverables in the Project Plan and Schedule and schedule deliverable extended review/resolution periods. County reserves the right to increase the review period prior to its final approval of the proposed Project Plan and Schedule.

Each deliverable described in Paragraph 5 (Specific Work Requirements) shall be deemed accepted upon County Project Manager's formal approval of the Task/Deliverable Acceptance Form submitted upon completion of each Deliverable, unless stated otherwise. Refer to Task/Deliverable Acceptance Form, Attachment 2 of this Exhibit A.

Contractor shall perform, complete, and deliver all tasks, deliverables, goods, Services, and other work as set forth below.

- Task 1 – Project Management (ongoing)
- Task 2 – System Design, Development, and Configuration
- Task 3 – Security
- Task 4 – Systems Integration
- Task 5 – Testing
- Task 6 – System Implementation
- Task 7 – Knowledge Transfer and Training
- Task 8 – Production Support and Transition

5.2 Task 1: Project Management

The Project Management task includes the Services and deliverables to be provided by Contractor during the life of the project through System Acceptance for Phase 2. Contractor shall follow project management methodologies consistent with the County's standards and guidelines.

Contractor shall provide ongoing project management including weekly project plan updates, weekly status reports, and weekly status meetings. Contractor shall prepare a baseline risk management plan and update the plan regularly (bi-weekly) over the course of the project.

Contractor shall provide project management tools, processes, and techniques to guide the project, measure and monitor progress, identify, and mitigate risks, facilitate completion of tasks, ensure quality, and accommodate and manage changes in scope.

Contractor shall provide the following project management activities:

- Development and management of a project plan
- Project document management
- Resource management (County and Contractor staffing)
- Schedule management
- Communications management (Status Reporting/Stakeholder Agency/Department communications)
- Quality assurance
- Risk and issue management and escalation
- Scope and requirements management, including requirements traceability.
- Cost management
- Change request management.
- Performance management (Project and System)

Contractor shall provide the following Task 1 Project Management tasks and deliverables:

Task 1. Project Management Tasks and Deliverables

Task #	Task Name	Description	Deliverables
1.1	Project Kickoff	For Phase 1 and updated for Phase 2, Contractor shall, at a minimum, develop a Project Kickoff Presentation to deliver and present to County in a formal kickoff meeting to initiate the project, and shall prepare and submit Project Kickoff Meeting Minutes.	For Phase 1 and updated for Phase 2, Project Kickoff Presentation shall include information to provide the stakeholder agencies / departments an understanding of the process, roles, and responsibilities: • Understanding of the roles of various project stakeholders including the sponsor, Contract and County project management team, Contractor project team, business staff, information technology

			staff, and any other key project team members • Identification of key stakeholders to be contacted to review and validate information relative to all steps of the project. • Understanding the process to provide input to the strategic and tactical reports on a regular basis. • Understanding of project performance measurements and critical success factors For Phase 1 and Phase 2, any decisions or agreements from the kickoff meeting will be documented by Contractor in Project Kickoff Meeting Minutes and submitted to the County for review and acceptance.
1.2	Project Management Planning	For Phase I and updated for Phase 2, Contractor shall plan the activities to be carried out in the project, the assignment of resources to those activities, and their timing. Working with the County Project Manager, Contractor shall set up roles, responsibilities, record-keeping systems, lines of communication, and	For Phase I and updated for Phase 2, Project Plan and Schedule shall minimally include the following components: • Project Objectives • Project Scope Definition • Project Schedule / Work Breakdown Structure • Project Resources ○ Contractor's project team (e.g., organization, names, role definition and

		procedures for managing the project, assuring quality, managing technical configuration, and controlling project changes.	organization reporting lines) ○ Project roles and responsibilities • Resource Management Plan (Staffing Plan) • Quality Management Plan • Risk Management Plan and Risk Register describing the approach to ensure that risks/issues are reported, tracked, and resolved • Release Management Plan • Communication Plan • Risk Assessment Baseline • Business Continuity/Disaster Recovery Plan addressing (a) areas of the System most susceptible to failure or disaster that may result in downtime, (b) recovery processes and steps taken in the event of a downtime event; and (c) recommendations for the County on how to mitigate the risk of a downtime event comprehensively and effectively. • Quality Control Plan addressing (a) the County's management

			of the requirements, including identification of inconsistencies between the requirements, and the project's plans and work products; (b) a method to record 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 the identification and completed correction action, shall be provided to the County upon request; (c) the County's System Requirements, Attachment 3 of this Exhibit A, that will be used for requirements management, and will map where in the new System a given requirement is realized or implemented; (d) the County's configuration management activities that include baseline control. Approved changes to baseline software and/or documentation shall be made properly and consistently in all products, and no unauthorized changes are to be made; and (e) the quality of work products developed and delivered by Contractor's

			Subcontractors, if applicable.
1.3	Project Status Reporting	Through System Acceptance for Phase 2, Contractor shall establish a project control and reporting system to provide routine and realistic assessments of the project progress through the completion of the project against approved milestones and Project Plan and Schedule. Contractor shall advise the County of progress in meeting goals and schedules contained in the work plans. This shall be initiated one (1) week after Contract effective date and applied weekly thereafter and shall consist of weekly progress meetings attended by Contractor and the County. These may include walkthroughs of selected deliverables as requested by the County.	Through System Acceptance for Phase 2, weekly written Status Report, provided by Contractor to the County one (1) business day before each weekly meeting, and containing items to be discussed at the meeting, including: • Tasks completed for the period. • Tasks planned but not completed for the period. • Tasks planned for the next period. • Upcoming County resource needs (90-day forecast) • Issues • Risks • Decision Requests Through System Acceptance for Phase 2, Contractor shall attend weekly Progress Meetings and shall prepare and submit Meeting Minutes of each such meeting.
1.4	Project Close-out	Contractor shall provide Contract close-out plan and manage project close-out activities in	Contract Close-out Plan describing Contractor's approach to completing the required activities necessary to close the Contract, minimally

		accordance with the plan.	including performing formal Contract closure.

5.3 Task 2: System Design, Development, and Configuration

Contractor shall use a proven implementation methodology based on industry standards and best practices for each Phase.

Contractor shall conduct workshops with the County for Phase 1 and as needed for Phase 2 during project initiation and planning to determine production deployment approach for rolling out the System for each Phase.

Contractor shall work with the County to determine recommendations for managing organizational change required for the System for each Phase to meet the project objectives. Such recommendations shall be developed considering business impact on CSSD.

Contractor shall manage requirements for each Phase as defined within the Requirements Traceability Plan. During the workshops, Contractor shall review the System Requirements, Attachment 3 of this Exhibit A, and work with County to confirm, update, and finalize the list of requirements to be provided by the System for each Phase; inputs to this review shall include System Requirements, Attachment 3 of this Exhibit A, and capabilities of the base product. Contractor shall ensure that all confirmed functional and technical requirements are provided by the System and document how such requirements are realized in an updated and augmented version of System Requirements, Attachment 3 of this Exhibit A. Contractor shall update the matrix as the project proceeds. The System Requirements, Attachment 3 of this Exhibit A, as augmented during this process will automatically be a part of the Specifications.

In addition, Contractor shall configure the System for each Phase and provide any specified customizations to meet the requirements included in the Specifications for such Phase and the specifications contained in the System Design and Development Plan. Contractor shall apply all configuration and customization updates and system changes for each Phase per the approved Configuration Management Plan.

Contractor shall document all System configuration values and System changes for each Phase. Contractor shall update such documentation for all changes.

Contractor shall provide the following System Design, Development, and Configuration tasks and deliverables:

Task 2. System Design, Development, and Configuration Tasks and Deliverables

Task #	Task Name	Description	Deliverables
2.1	System Implementation Planning	For Phase 1 and updated for Phase 2, Contractor shall describe its preliminary System Implementation Plan (e.g., implementation and/or development methodology and plan) for System analysis, design, build, and deployment. Clearly identify the timing of each stage and key milestones, including the rationale for Contractor's proposed timeline and any assumptions. The plan shall align the stages, milestones, and deliverables in the Project Plan and Schedule with this SOW.	For Phase 1 and updated for Phase 2, the System Implementation Plan shall include (at a minimum): A. Description of the implementation methodology and plan for delivering the System, including: i. Installations and/or setup ii. System analysis and design iii. System configuration iv. System build (e.g., data import/migration, System Interfaces) v. Testing (e.g., unit testing, system, User Acceptance Testing (UAT)) vi. Training vii. Production deployment viii. Production Go-Live support. ix. Post-production Go-Live support

			B. Identification of stages and key milestones, including any assumptions. Aligns the stages, milestones, and deliverables in the Project Plan and Schedule with the SOW C. Description of dependencies on the project activities and any external constraints or dependencies D. Organizational change management recommendations
2.2	System Design	For Phase 1 and updated for Phase 2, Contractor shall provide a System Design and Development Plan	For Phase 1 and updated for Phase 2, the System Design and Development Plan deliverable shall include (at a minimum): A. Use cases, business process flows or a similar mechanism describing how the System will be used in the context of each County business process. B. System security and privacy controls C. Key business processes and/or policy changes required to conform with System capabilities. D. Summary level descriptions of System changes needed to

			meet County requirements
2.3	System Requirements	For Phase 1 and updated for Phase 2, Contractor shall validate, update, and manage the functional and technical requirements to ensure traceability throughout the life of the project.	For Phase 1 and updated for Phase 2, the Requirements Traceability Plan shall (at a minimum), address the following areas: • Establish a baseline for existing requirements. • Manage versions of requirements • Establish and maintain the County's System Requirements, Attachment 3 of this Exhibit A that will be used for requirements management, and map where in the System a requirement is implemented. • Document all changes to the System Requirements, Attachment 3 of this Exhibit A, resulting from workshops conducted with the County. • Requirements change control process. • Methodology for managing requirements in an iterative development lifecycle. For each requirement, the updated System Requirements, Attachment 3 of Exhibit A, shall include:

			• Reference to System Requirements, Attachment 3 of this Exhibit A • The specific System component (e.g., screen, report, workflow, data field) where the requirement is met. • The test scenario where the requirement is tested. • The training module where instruction is provided for the requirement (if applicable)
2.4	Configuration Management	For Phase 1 and updated for Phase 2, Contractor shall set up and configure the System to meet the Specifications and document the System configuration.	For Phase 1 and updated for Phase 2, the Application Configuration Report shall document all configurations and include history of configuration changes, including references to System provided change logs, if available. In addition, the deliverable shall include detailed specification for all system changes and customizations. The Configuration Management Plan shall include (at a minimum): • Contractor provided platform-specific hardware, if applicable, and software System components, including any third-party software

			and hardware System components • Descriptions including architecture or configuration updates, new functionality introduced, defects fixed, modifications to System Interfaces with other systems, other changes to existing code, and any software and hardware configuration changes.

5.4 Task 3: Security

Contractor shall provide the following Security tasks and deliverables:

Task 3. Security Tasks and Deliverables

Task #	Task Name	Description	Deliverables
3.1	System Security Management	For Phase 1 and updated for Phase 2, Contractor shall provide a System Security Plan that describes the security approach for the System in accordance with the Contract, including but not limited to Exhibit J (Information Security and Privacy Requirements), and CSSD, LA County, Los Angeles Superior Court and DCSS specific policies. In addition, because of the	For Phase 1 and updated for Phase 2, the System Security Plan shall address (at a minimum) the following: • General information about System environment, interconnections / information sharing, applicable laws or regulations, information sensitivity, responsible parties, general System description. • Security controls pertaining to risk assessment and management, user rules or behavior, implementation phase,

		expected interactivity with other entities, a comprehensive plan shall explain how the System will respect and coordinate, when necessary, with the security constraints of other entities.	operation, and maintenance phase. - Operational controls pertaining to personnel security, physical and environmental protection, input-output controls, contingency plans, maintenance, integrity, documentation, training, incident response. - Technical controls pertaining to user identification and authentication, logical access controls, audit trails.

5.5 Task 4: Systems Integration

Upon request, Contractor shall provide an overview of integration capabilities available with the System.

Contractor shall work with the County to identify an inventory of future integrations, that will be covered using Optional Work. For each future integration, Contractor shall provide APIs or other methods for the System to create the needed System Interface to provide data to or receive content from the integrated application. As appropriate, Contractor shall provide work necessary so that the System is able to provide the required integration functionality, including working directly with the interfacing application to design, develop, and test System Interfaces. Contractor shall support County in testing of all System Interfaces.

Contractor shall provide the following Systems Integration tasks and deliverables:

Task 4. Systems Integration Tasks and Deliverables

Task #	Task Name	Description	Deliverables
4.1	Systems Integration Management	For Phase 1 and updated for Phase 2, upon request, Contractor shall	For Phase 1 and updated for Phase 2, the Systems Integration Plan shall

		provide a Systems Integration Plan that describes the integration approach for the System. In addition, because of the future expected interactivity with other entities, a preliminary plan shall explain how the System will respect and coordinate, when necessary, the constraints with other entities.	address (at a minimum), the following areas: • General information about the system environment, interconnections / information sharing, information sensitivity, responsible parties, general system description. • Business processes and workflows between systems. • Capabilities of validation, transformation and routing of information and data. • Adherence and integrity of security requirements across systems. • System Interface and protocol management (APIs, Webservices, etc.), enterprise adaptors, semantic mapping, file transfers, data federation and replication, message and event generation and brokering.
4.2	System Integration Development	For Phase 1, Contractor will develop System Interfaces with Court systems and perform other work for System Integration as needed to complete	For Phase 1, Contractor will develop and implement System Interfaces and other System Integration work as specified in Task 4.2. For Phase 2, upon request during the term of the

		and deliver eFiling functionality and features in the System (see Attachment 3 to the SOW). For Phase 2, Contractor will work with CSSD to configure GovLink to automate work (including but not limited to document images and case notes into CSE) and providing CSSD with requested reports, to the extent not prohibited by the Department of Child Support Services (DCSS).	Contract, Contractor will provide agreed upon automation and reports.

5.6 Task 5: Testing

Contractor shall prepare test plans and conduct testing needed to ensure that all System components for each Phase are complete, integrated, error free, and meet Specifications.

Contractor shall develop test plans and perform tests to ensure that the production System for each Phase meets all response-time requirements when deployed to all users and used during peak workloads. Contractor shall tune, and otherwise, update the production System to resolve noted issues. Contractor shall repeat stress-test cycles until all issues are resolved.

The County shall conduct User Acceptance Testing (UAT) for each Phase as specified in the Test Plan. Contractor shall support UAT for each Phase.

Testing and development shall have their own environment(s), separate from staging and production environment(s). Testing or development shall not be performed in the production environment. Contractor shall prepare environments, including configuration and loading of test data, required to support all testing as specified in the Test Plan.

Contractor shall record all tests conducted, defects discovered, defects resolved, and retests. Contractor shall provide regular status reporting of all testing.

In addition, Contractor shall use a single Problem Resolution Tracking tool that Contractor and County shall use collaboratively for the tracking of System defects. The Problem Resolution Tracking tool shall, at a minimum, include:

- All defects in the System identified during any testing phase or in production shall be recorded, prioritized, tracked, and resolved in a timely manner. Each shall be assigned a “Defect Level” based on the following definitions:
 - Critical – Results in a complete system outage and/or is detrimental to most of the development and/or testing efforts. There is no workaround.
 - Serious – System functionality is degraded with severe adverse impact to the user and there is not an effective workaround.
 - Moderate – System functionality is degraded with a moderate adverse impact to the user but there is an effective workaround.
 - Minor – No immediate adverse impact to the user.
- Contractor shall allow the County full access to the Problem Resolution Tracking tool.
- The processes and management of the Problem Resolution Tracking tool shall be addressed as part of the Quality Control Plan.

Contractor shall comply with the “Defect Level” approach as described above, including the requirements that the County shall designate the level of severity to all defects.

Contractor shall provide the following Testing tasks and deliverables:

Task 5. Testing Tasks and Deliverables

Task #	Task Name	Description	Deliverables
5.1	Test Planning	For Phase 1 and updated for Phase 2, Contractor shall prepare test plans and conduct testing needed to ensure that all System components are complete, integrated, error	For Phase 1 and updated for Phase 2, Contractor shall provide a comprehensive Test Plan . The Test Plan shall include the procedures for documenting the completion of each test phase, test scripts, test conditions, test cases, and test reports. Detailed Test Plans shall be created for the following:

		free, and meet Specifications.	• Unit/module testing approach • Systems integration testing approach • County UAT approach with support from Contractor • Performance and stress testing approach • Security testing approach • Test data creation approach, including data refresh processes • Defect remediation release strategy • Defect reporting and tracking
5.2	Test Scenarios and Test Cases	For Phase 1 and updated for Phase 2, Contractor shall describe the scenarios required to fully test all requirements of the System.	For Phase 1 and updated for Phase 2, for each test scenario, the Test Scenarios and Test Cases shall include (at a minimum): • Traceability to requirements and business processes • Dependencies and data preconditions • Test instructions • Expected results
5.3	Unit/Module Testing	For Phase 1 and updated for Phase 2, Contractor shall conduct and record the results and remediation steps of unit/module testing.	For Phase 1 and updated for Phase 2, for each test scenario during the unit/module testing, the Unit/Module Testing Results shall include (at a minimum):

			• Date scenario was executed • Person executing the scenario • Test results (pass/fail) • Defects discovered • Retest dates and results
5.4	Systems Integration Testing	For Phase 1 and updated for Phase 2, Contractor shall conduct and record the results and remediation steps of the systems integration testing.	For Phase 1 and updated for Phase 2, for each test scenario during the Systems Integration Testing, the Systems Integration Testing Results shall include (at a minimum): • Date scenario was executed • Person executing the scenario • Test results (pass/fail) • Defects discovered • Retest dates and results
5.5	UAT	For Phase 1 and updated for Phase 2, Contractor shall support the County in UAT testing and record all associated results and remediation steps.	For Phase 1 and updated for Phase 2, for each test scenario during UAT, the UAT Results and Remediation Processes shall include (at a minimum): • Date scenario was executed • County person performing executed test scenario • County determined test result status (pass/fail)

			• Defects discovered and proposed resolution from Contractor • County retest dates and results
5.6	Performance and Stress Testing	For Phase 1 and updated for Phase 2, Contractor shall conduct and record the results and remediation steps of the performance and stress testing.	For Phase 1 and updated for Phase 2, for each test scenario during the Performance and Stress Testing, the Performance and Stress Testing Results shall include (at a minimum): • Date scenario was executed • Person executing the scenario • Test results (pass/fail) • Defects discovered • Retest dates and results
5.7	Security Testing	For Phase 1 and updated for Phase 2, Contractor shall conduct and record the results and remediation steps of the security testing.	For Phase 1 and updated for Phase 2, for each test scenario during the Security Testing, the Security Testing Results shall include (at a minimum): • Date scenario was executed • Person executing the scenario • Test results (pass/fail) • Defects discovered • Retest dates and results

5.7 Task 6: System Implementation

Contractor shall use a proven implementation methodology based on industry standards and best practices.

Contractor shall assist the County with release preparation in the pre-production environment.

Contractor shall provide the following System Implementation tasks and deliverables:

Task 6. System Implementation Tasks and Deliverables

Task #	Task Name	Description	Deliverables
6.1	Implementation Planning	For Phase 1 and updated for Phase 2, in preparation for the pre-production release, the Contractor shall establish a pre-production plan.	For Phase 1 and updated for Phase 2, the System Implementation Plan shall be updated to clearly identify the timing of each stage and key milestones, including the rationale for Contractor's timeline and any assumptions. The Plan shall align the stages, milestones, and deliverables in the Project Plan and Schedule with the SOW.
6.2	Pre-Production Release	For each Phase, when functionality is ready to be delivered to the County for UAT, it shall be delivered in the form of a pre-production release. Since the County will perform UAT and approve all releases into production, a pre-production release is equivalent to a production release and requires the rigor	For each Phase, each Pre-Production Release shall include the following: • Release-specific hardware and software System components. • Release description including architecture or design updates, new functionality introduced, defects fixed, modifications to System Interfaces with other systems,

		associated with a production release.	other changes to existing code, and any software and hardware configuration changes. • Release contents including a description of release structure and contents and instructions for assembling and/or configuring the components of the release. • Detailed hardware and software configuration information including any software and hardware dependencies and instructions at a level of detail that will enable System administration staff to rebuild and configure the hardware environment without outside assistance. • Database documentation conforming to industry standards. • Detailed configuration for any third-party hardware and software. For Phase 1 and updated for Phase 2, Contractor shall provide updated

			documentation when System upgrades to software or any Contractor supplied equipment occurs though the life of the Contract.
6.3	Production Release Planning	For Phase 1 and updated for Phase 2, upon successful completion of pre-production testing, Contractor shall, in coordination with the County, create a Production Release Plan that shall consist of an updated Pre-Production Release notification to assist the County in successfully releasing the System in the production environment.	For Phase 1 and updated for Phase 2, the Production Release Plan shall include (at a minimum) the following components: • Updated configuration information required from that stated in the Configuration Management Plan satisfying the County's production configuration management requirements. • Updated System architecture from that stated in the Configuration Management Plan. • Updated detailed design from that included in the System Design and Development Plan, including detailed System, technical, and user documentation. • Deployment schedule. In addition, the plan shall include detailed step-by-step activities (both

			Contractor and County activities) and the timeline for the cutover process. The plan shall define the milestones where readiness to proceed is assessed, go/no-go criteria, and fallback positions to be taken if no-go conditions are encountered.
6.4	Production Release	For Phase 1 and updated for Phase 2, upon successful completion of UAT, the County will schedule a release to be moved to the production environment (Go-Live).	For Phase 1 and updated for Phase 2, each Production Release shall include the following: • Release-specific hardware and software System components. • Release description including architecture or design updates, new functionality introduced, defects fixed, modifications to System Interfaces with other systems, other changes to existing code, and any software and hardware configuration changes. • Release contents including a description of the release structure and contents and instructions for assembling and/or configuring the

			components of the release. • Detailed hardware and software configuration information including any software and hardware dependencies and instructions at a level of detail that will enable System administration staff to rebuild and configure the hardware environments without outside assistance. • Database documentation conforming to industry standards. • Detailed configuration information for any third-party hardware and software. Contractor shall provide updated documentation when System upgrades to software or any Contractor supplied equipment occurs through the life of the Contract.
6.5	Production Cutover Planning	For Phase 1 and updated for Phase 2, Contractor shall provide multiple cutover cycles, if specified in the System	For Phase 1 and updated for Phase 2, the Production Cutover Plan shall include detailed step-by-step activities (both Contractor and County activities) and the timeline

		Implementation Plan, including at minimum one (1) tabletop rehearsal to confirm the process and to establish the cutover timeline.	for the cutover process. The plan shall define the milestones where readiness to proceed is assessed, go/no-go criteria, and fallback positions to be taken if no-go conditions are encountered. The plan needs to include a strategy for back filed items that make day-to-day operations with the stakeholder agencies/departments a success.
6.6	Production Cutover	For Phase 1 and updated for Phase 2, Contractor shall complete multiple cutover cycles, as specified in the Production Cutover Plan.	For Phase 1 and updated for Phase 2, the Production Cutover Report shall provide the results of the cutover cycles, including steps taken, milestones, fallback positions taken, decisions made, and the associated timeline.

5.8 Task 7: Knowledge Transfer and Training

Contractor shall provide:

- Initial live in person or virtual training sessions and curriculum for all requested CSSD staff prior to GovLink's go-live date for Phase 1. Contractor will also provide refresher training as needed for Phase 2 and as staff changes and as GovLink evolves. Upon request of CSSD, Contractor shall provide train the trainer model training and materials.
- Contractor shall coordinate with the County to adhere to County training standards, guidelines, and best practices. Contractor shall provide a training course outline for review and acceptance at least ten (10) calendar days prior to the initial scheduled training and thirty (30) calendar days prior to any additional scheduled training. The training course outline shall minimally include course presentation material and training exercises.

- On demand training videos. Online and telephonic assistance to answer user questions regarding the use of GovLink.

Contractor shall populate on-line help content consistent with documentation provided under this Task. Contractor shall provide the capability for the County to update the on-line help content. Also, Contractor shall work with the County to incorporate content describing the corresponding business process for each help menu item.

Contractor shall provide documentation specific to County's implementation of the System.

Contractor shall provide the following Knowledge Transfer and Training tasks and deliverables:

Task 7. Knowledge Transfer and Training Tasks and Deliverables

Task #	Task Name	Description	Deliverables
7.1	Knowledge Transfer and Training Planning	For Phase 1 and as needed for Phase 2, Contractor shall provide training for the following roles. Training shall be specific to each listed role: • General User - Clerical staff, Child Support Specialists, Attorneys, Supervisors • Managers (including reporting functionality) • Technical Administrators	For Phase 1 and updated as needed for Phase 2, Contractor shall develop (in cooperation with the County) a Knowledge Transfer and Training Plan to describe the approach for bringing managers, end users, and technical personnel to a familiar level of understanding with how the new System works. The Plan shall address the following topics: • Resources necessary to complete the training effort along with the tools and documentation that will be necessary to support proposed effort.

			• Specific courses and course materials. • Lists of materials, user profiles, access procedures, work samples, and other items needed for each training session, including items that County is to furnish. • Training calendar indicating the specific attendees for all user training sessions. The calendar shall also include any planned phases or iterations in the delivery of training. Contractor shall provide a report about the progress of training activities.
7.2	Provide Training Curriculum	For Phase 1 and as needed for Phase 2, Contractor shall provide training curriculum of sufficient depth and clarity to provide breakdown of course material.	For Phase 1 and updated as needed for Phase 2, for each course identified in the Training Plan, the Training Curriculum shall include (at a minimum): • Course presentation materials (trainer version) • Course presentation materials • Student training exercises

			• Training data specification for training exercises (if applicable), including training data initialization procedures Upon request of CSSD, Contractor shall provide train the trainer model training and materials.
7.3	Provide User Manual Documentation	For Phase 1 and updated as needed for Phase 2, Contractor shall provide user manuals of sufficient depth and clarity to enable users to utilize all relevant System features during their work duties, both during the implementation and after the production cutover.	For Phase 1 and updated as needed for Phase 2, the User Manual shall include (at a minimum): • System administration and operations manual • On-line help administration manual • Ad hoc report writing manual • Run book that contains network configurations, reboot procedures, monthly/daily maintenance along with trouble shooting guidelines
7.4	Provide Technical Documentation	For Phase 1 and updated as needed for Phase 2, Contractor shall provide technical documentation of sufficient depth and clarity to enable County technical team to understand the underlying structure and	For Phase 1 and updated as needed for Phase 2, the Technical Documentation shall include (at a minimum): • System architecture overview • Data dictionaries

		function of System components, to troubleshoot the application software and System Interfaces (including platform, network, and security interfaces), to support users (help desk), to perform all system administration and operation duties, and to plan for potential future integration with other applications.	• Entity relationship diagrams • System Interface configurations (if applicable)
7.5	Conduct Knowledge Transfer	For Phase 1 and updated as needed for Phase 2, Contractor shall conduct knowledge transfer with County technical team.	For Phase 1 and updated as needed for Phase 2, the Knowledge Transfer Results shall summarize the knowledge transfer efforts, its outcomes, and confirm its completion.
7.6	Conduct Training	For Phase 1 and updated as needed for Phase 2, Contractor shall train all requested staff prior to the system Go-Live for each Phase.	For Phase 1 and updated as needed for Phase 2, the Training Execution Results shall summarize the training efforts, its outcomes, and confirm its completion.

5.9 Task 8: Production Support and Transition

Contractor shall provide Support Services for the System from Production Cutover for the Phase 1 System (Task 6.6) through the term of the Contract. Contractor shall provide Support Services in accordance with Exhibit K.

Contractor shall support the County to apply Support Services activities to any components restricted for access to County staff.

Contractor shall provide the following Production Support and Transition tasks and deliverables:

Task 8. Production Support and Transition Tasks and Deliverables

Task #	Task Name	Description	Deliverables
8.1	Software Transition Planning	Contractor shall provide a comprehensive Production Support and Transition Plan.	For Phase 1 and updated as needed for Phase 2, the Software Transition Plan shall describe how the Contractor intends to support the System. Contractor shall provide the County with a list of personnel, contact information, and identify who will be performing System production support based on their area of expertise.
8.2	Maintenance Activity Reporting	Upon completion of any maintenance call, Contractor shall furnish a maintenance activity report to the County within 24 hours.	For Phase 1 and updated as needed for Phase 2, the Maintenance Activity Report shall include (at a minimum): • Date and time notified • If software, the module, or component name of the affected software code • Time spent for repair • List of parts replaced and/or actions taken • Description of malfunction or defect
8.3	System Acceptance	There shall be one (1) System Acceptance event for the System for Phase 1 and one (2) System Acceptance event for the System for Phase 2. This acceptance will mark the end of	For Phase 1 and for Phase 2, once all System Acceptance conditions have been met, Contractor shall provide the County for approval, a System Acceptance document that shall include a final System Requirements, Attachment 3 to this Exhibit A, identifying all

		successful production and support and the beginning of Support Services for each Phase. Conditions for System Acceptance for each Phase shall include: • The resolution of all documented Contractor-responsible defects as stipulated through the approved defect and issue tracking process. • The System successfully performs in the production environment for a period of thirty (30) consecutive Business Days following the date on which Go-Live of the System for such Phase has occurred without any Critical or Serious Defects. • Knowledge transfer and training for end users has been	requirements allocated to current, in-production system. Sign-off of this document by the County will constitute the System Acceptance and trigger the beginning of Support Services.

		provided as required for such Phase. The successful completion of all other work breakdown structure elements, tasks, and deliverables as specified in the Contractor Project Plan and Schedule for each Phase as approved by the County.	
8.4	Support Services	Upon Go-Live for a Phase, the System for such Phase will enter Support Services.	For Phase 1 and updated as needed for Phase 2, the Support Services Plan shall address Contractor's provision of Support Services in accordance with Exhibit K (Support Services) and shall address the following areas: • Support model • Triage procedures • Tools • Identification of roles and responsibilities of support personnel • Release management • Upgrades and other Revisions • Maintenance • Ongoing operations • Deliverables • System security • Defect/issue management

			County's payment for work performed under Tasks 1 through 8 of Exhibit A (Statement of Work and Attachments), as specified in Exhibit B (Pricing Schedule) in accordance with this Contract, will complete County's obligation to pay for Support Services through and including June 30, 2026. Thereafter, County's obligation to pay for Support Services will be as specified in Exhibit B (Pricing Schedule).

6 OPTIONAL WORK

County may submit to Contractor written requests for Additional Professional Services or Additional Software using Pool Dollars (if added to the Contract pursuant to an Amendment in accordance with the Contract) for services or software components, functions, or features not included in Tasks 1-8 of this Statement of Work or in any then-issued Change Order. In response to County's request, Contractor shall submit to County for approval a Change Order Request Form, Attachment 4 of this Exhibit A, describing the Additional Professional Services and/or Additional Software and a not-to-exceed maximum fixed price to provide such Additional Professional Services, calculated based on the Fixed Hourly Rate set forth in the Pricing Schedule, Exhibit B of the Contract, and for the Additional Software. County and Contractor shall agree on the Change Order developed using the Change Order Request Form, Attachment 4 of this Exhibit A, which shall at a minimum include the tasks and deliverables to be performed, System testing, standard of services and warranty provisions, as applicable, and the maximum fixed price for such Additional Professional Services and/or Additional Software. Any enhancements and/or modifications to Specifications resulting from Additional Professional Services and/or Additional Software shall be incorporated into, and become part of, the Specifications and System Documentation. Any products of Additional Professional Services and/or Software, once completed, shall become part of the System, and shall not increase the fees for Support Services allocated for the term of the Contract unless specified in the applicable Change Order.

Upon County's request for Optional Work, Contractor shall provide to the County, within ten (10) Business Days of County's request for such Optional Work, a Change Order Request Form and a written quotation of a maximum fixed price calculated based on the Optional Work Fixed Hourly Rate, as applicable. Contractor's quotation shall be valid for at least ninety (90) days from submission. Contractor's rates for Optional Work shall be

subject to the applicable pricing terms set forth in the Pricing Schedule, Exhibit B of the Contract for the term of the Contract. Contractor's Fixed Hourly Rate for Professional Services, as the Effective Date, shall not increase during the term of the Contract.

Exhibits to Contract for GovLink System and Services

Exhibit A Statement of Work Attachments

TASK/DELIVERABLE ACCEPTANCE FORM

TASK/DELIVERABLE ACCEPTANCE FORM (To Be Completed by Contractor)	
CONTRACTOR NAME AND ADDRESS <i><Insert Contractor Name and Address></i>	TRANSMITTAL DATE <i><Insert Date></i>
COUNTY OF LOS ANGELES CHILD SUPPORT SERVICES DEPARTMENT GOVLINK SYSTEM AND SERVICES	CONTRACT NUMBER <i><Insert Contract Number></i>
FROM: Contractor Project Manager <i><Insert Contractor Project Manager Name></i>	TO: County Project Manager <i><Insert County Project Manager Name></i>
Contractor hereby certifies to County that as of the date of this Task/Deliverable Acceptance Form, it has satisfied all conditions precedent in the Contract, including satisfaction of the completion criteria applicable to such tasks and deliverable and County's approval of the work performed in connection with the achievement of such task. Contractor further represents and warrants that work performed in respect of such tasks and deliverables has been completed in accordance with Exhibit A (Statement of Work and Attachments). Attached hereto is a copy of all supporting documentation required pursuant to this Exhibit A (Statement of Work and Attachments), including any additional documentation reasonably requested by County. County's approval and signature constitutes an acceptance of the tasks and deliverables listed below.	
TASK DESCRIPTION (Including task numbers as set forth in Exhibit A (Statement of Work and Attachments)) <i><Insert Task Description></i>	DELIVERABLE(S) (Including deliverable numbers as set forth in the Exhibit A (Statement of Work and Attachments)) <i><Insert Deliverables></i>
COMMENTS: <i><Insert Comments></i>	
Signature: <i><Insert Digital Signature></i>	Title: Contractor Project Manager
Phone Number: <i><Insert Phone Number></i>	Email: <i><Insert Phone Number></i>

COUNTY APPROVAL (To be completed by County)		
County Project Manager: <i><Insert County Project Manager Name></i>	☐ Approved	☐ Not Approved
Signature: <i><Insert Digital Signature></i>	Date: <i><Insert Date Signed></i>	

Attachment 3
System Requirements

NOTE: System Requirements may be supplemented or otherwise revised during the performance of work under Exhibit A (Statement of Work and Attachments). The version of Attachment 3 (System Requirements) under Exhibit A (Statement of Work and Attachments) as completed by Contractor and approved by County will automatically replace this Attachment 3 (System Requirements).

Features	Description	Phase
Systems Integrations	Connect GovLink to an external system or systems for data exchange using .xls, API, or other County preferred methods: • Import data from external systems to GovLink. • Export data from GovLink to external systems.	Phase 1 – System Integration functionality and features as needed to provide eFiling functionality and features. Phase 2 – All other System Integration functionality and features
eFiling	eFile through Los Angeles County's Superior Court system: • eFile all legal actions allowed by the court according to CSSD's specifications including forms, formsets, individual filings, and/or bundles. • Follow court specifications to deliver electronic filing envelopes to the court for review. • Stay in sync with the court by automatically updating GovLink daily with the most up-to-date document types, case categories, and other required standards from the court's case management system. • File new and existing cases with the court via GovLink. • Through the e-Filing process, receive real-time court-accepted and stamped documents, and assign to designated staff or group. • Through the e-Filing process, receive real-time court-rejected documents with the court's reasons for rejection, and assign to designated staff or group. • Rework rejections within GovLink and resubmit the filing to the court without starting over.	Phase 1

Features	Description	Phase
Dashboard	GovLink's main stage, designed to promote focused work and quick action. View workload, progress, and performance in customizable dashboards - Each user will have a personalized dashboard. The Dashboard segments information based on the status of each filing envelope. From the Dashboard, users can file into an existing case, edit rejected forms, prepare an envelope to establish a new case, access reports and notifications, and search for cases. - Filter by user, work group, or office, date, formset. - Start a new case or file into an existing case. - Filter by status: submitted, accepted, and rejected. - Access reports, notifications, user management, support, settings, or search.	Phase 1
Document Creation and Management	- Manage documents created by the system of record, users, or with templates designed according to CSSD's specifications: - Upload an unlimited documents downloaded from the system of record or any other sources. - Upload documents from local or network storage. - Download documents to local or network storage. - Generate documents without barcodes based on templates and auto-populate with case and party data. Edit, annotate, and delete .DOC and .DOCX files. - Annotate .PDF files. - Split files into multiple documents. - Combine pages into a single document. - Redact text from any document. - Rotate specified pages within .doc(x), and .pdf documents.	Phase 1 – All Document Creation and Management functionality and features except templates are limited to 10. Phase 2 – Up to 40 additional templates.

Features	Description	Phase
	• Delete documents or pages in documents as needed. • Insert templates. • Store supporting documents as part of the case., • Users apply digital signatures to documents in a manner that complies with applicable laws and court rules. • Users apply digital stamps to documents. • Digital signature and digital stamp date and time are tracked in the audit log and history of the filing. • Store documents for time period specified by CSSD.	
Workflow	• Automatically route cases and documents to individuals for creation, editing, review, and application of digital signatures according to CSSD business process. • Assign document responsibility to another individual or a group (work queue management). • Separate information based on office location and CSSD-specified work groups. • Delegate electronic signature privileges based on the type of document and/or role of the user. • Capture notes for interpersonal communication. • Log actions (e.g., reviewed, signed, approved, filed, etc.) for formal documentation. • Delegate eFiling permissions. • Assign workflow status to individual filings. • Retain editability for uploaded .doc(x) files for delivery to the court for review. • Restrict a case from view except for specified users. • Restrict a case from the view of a particular individual.	Phase 1 - All Workflow functionality and features except in lieu of Phase 2 Workflow functionality and features as specified below, Contractor will implement disclaimers regarding conflict of interest on log-in screen, following log in via support pop up, and on filing. Additionally, if CSSD provides a list of restricted cases by CSE number, Contractor will create and deliver a periodic

Features	Description	Phase
		report on an agreed upon schedule that will show user access to restricted cases. Phase 2 – • Restrict a case from view except for specified users. • Restrict a case from the view of a particular individual.
Notifications	Configure email and in-app alerts to be notified of critical activities to enhance timeframe compliance and auditing: • User personalized/specific in-application notices. • Configure notifications for major case-level and in-office activity (e.g., submitted, accepted, or rejected). • Receive notifications via in-application alerts and/or email (case following/tracking).	Phase 1
Reporting	View workload, progress, and performance in customizable reports, and view, sort, and filter information about the trail of activities: • Each user will have a personalized dashboard. The Dashboard segments information based on the status of each filing envelope. From the Dashboard, users can file into an existing case, prepare an envelope to establish a new case, access reports and notifications, and search for cases. • Leverage preconfigured reports to assess workload balance, case type distribution, and	Phase 1

Features	Description	Phase
	other key metrics by date range and division or other available data. • Analyze performance at the county, office, and individual user levels. • Assess workload balance, case type distribution, and key metrics by date range and filing status. • Assess court acceptances and rejections with reasons. • Audit log report captures granular activities including signature dates and times, stamp dates and times, review and approvals, filing dates and times, etc.	
User Identity and Permissions	Determines who can view, edit, delete, or eFile. Administratively controlled process for creating internal user accounts where each account is assigned to a named individual: • Authorized administrators can assign granular permissions to each user or GovLink's support team can provide this support. • Delegate electronic signature permission on a per-user basis. • Delegate eFiling permission on a per-user basis. • User management via self-service portal and/or GovLink support team.	Phase 1
Customer Experience	As further described in Exhibit K (Support Services), support users to ensure that technical assistance and issue resolution are provided. • The Customer Concierge Team will provide user support from 7:00 AM to 5:30 PM Pacific Time, Monday through Friday, except on designated holidays via online live chat, telephone, or email, with overtime availability as specified in Exhibit K (Support Services). • Comprehensive, flexible training before going live, including train the trainer if requested by CSSD. • Additional live training sessions to accommodate new staff and retrain existing staff.	Phase 1 and Phase 2

Features	Description	Phase
	- Comprehensive suite of educational materials and self-help resources. - Written step-by-step guides tailored to each functional area. - Custom videos demonstrating key processes. - Customer-specific support website housing all documentation. - Continuous updates to materials in sync with product enhancements. - Role-specific documentation for different user types. - Customized materials to reflect the County's specific configuration	
Project Delivery	As further described in Exhibit A (Statement of Work and Attachments), follows in developing and delivering GovLink ensures it is secure, scalable, user-friendly, and compliant with legal and regulatory standards: - Discovery Session(s) produce a set of decisions about how GovLink will be configured. These decisions include user access, permissions, workflow, document generation and management, and integrations. - Development includes iterative unit, integration, and regression testing. - User acceptance testing. - Comprehensive training is available pre- and post-launch for groups and individuals.	Phase 1 and Phase 2
Ongoing Support and Maintenance	As further described in Exhibit K (Support Services), GreenCourt will handle all work to ensure 24/7/365 availability and security. - Live customer service (telephone, online chat, and email) Monday through Friday, 7:00 AM to 5:30 PM PT, with overtime availability as specified in Exhibit K (Support Services). - Refresher training is available as staff change	Commencing on Deployment of Phase 1 System

Features	Description	Phase
	and as GovLink evolves. • 24/7 available library of How-To, Q&A, and videos to immediately assist users. • Security and business continuity plans and activities • Performance reviews. • Routine maintenance. • Agreed adjustments to workflow. • Regular Maintenance and Updates—Continuously improving GovLink by fixing bugs, optimizing performance, and rolling out new features. • Conformance with Court Rules and the Court's EFM—GreenCourt will make changes to GovLink when the court changes rules that affect legal documents and filings within the timeframe required by the court. Changes to forms, formsets, templates, workflow, signatures as requested by CSSD as CSE seeks to improve its processes or as required by the Court or the law. • Continuous Monitoring—Real-time monitoring to detect and resolve issues before they impact CSSD. • Security and Compliance—Regular audit of security measures, data encryption, and compliance with regulations. Utilize Microsoft Azure's comprehensive cloud services that support scalable data storage, efficient document retrieval, and robust security measures. • Performance Optimization—Optimize server response times, queries, and overall system performance. • Issue Tracking—Support tickets are prioritized from lowest to highest based on urgency and the number of customers affected. • Enhancement Requests—GreenCourt and CSSD categorize and prioritize requests based on CSSD's needs, importance, and	

Features	Description	Phase
	development requirements. • User Feedback and Iterative Improvements – Collect user feedback and use it to refine GovLink. • Proactive Customer Support—Provide multiple support channels (live chat, email, telephone, and How-To Guides and Videos).	

CHANGE ORDER REQUEST FORM (FOR OPTIONAL WORK)

CHANGE ORDER REQUEST FORM (To Be Completed by Contractor)	
CONTRACTOR NAME AND ADDRESS <i><Insert Contractor Name and Address></i>	TRANSMITTAL DATE <i><Insert Date></i>
COUNTY OF LOS ANGELES CHILD SUPPORT SERVICES DIVISION GOVLINK SYSTEM AND SERVICES	CONTRACT NUMBER <i><Insert Contract Number></i>
FROM: Contractor Project Manager <i><Insert Contractor Project Manager Name></i>	TO: County Project Manager <i><Insert County Project Manager Name></i>
OPTIONAL WORK	
CHANGE ORDER NUMBER <i><Insert Change Order Number></i>	WORK TITLE <i><Insert Work Title></i>
REQUEST DATE <i><Insert Request Date></i>	COMPLETION DATE <i><Insert Completion Date></i>
MAXIMUM FIXED PRICE <i><Insert Maximum Fixed Price></i>	REMAINING POOL DOLLARS AMOUNT <i><Insert Remaining Pool Dollars Amount></i>
WORK DESCRIPTION <i><Insert Work Description and Attach Documents as Needed></i>	DELIVERABLE(S) <i><Insert Deliverables and Attach Documents as Needed></i>
ADDITIONAL SPECIFICATIONS: <i><Insert Specifications Descriptions and Attach Documents as Needed></i>	
COMMENTS: <i><Insert Comments></i>	
Signature: <i><Insert Digital Signature></i>	Title: Contractor Project Manager
Phone Number: <i><Insert Phone Number></i>	Email: <i><Insert Phone Number></i>

COUNTY APPROVAL (To be completed by County)		
County Project Manager: <i><Insert County Project Manager Name></i>	☐ Approved	☐ Not Approved
Signature: <i><Insert Digital Signature></i>	Date: <i><Insert Date Signed></i>	

PRICING SCHEDULE

IMPLEMENTATION SERVICES

Payment Milestone	Associated Tasks and Deliverables	Payment Amount
1. Phase 1 Project Kickoff	Task 1 Project Management for Phase 1 and associated deliverables: • Phase 1 Project Kickoff Meeting • Phase1 Project Plan and Schedule • Phase 1 Status Reports, Progress Meetings, and Meeting Minutes	\$128,764.00
2. Phase 1 Discovery, Configuration, and Development	Task 2 System Design, Development, and Configuration for Phase 1 and associated deliverables: • Phase 1 System Implementation Plan • Phase 1 System Design • Phase 1 System Requirements Task 3 Security for Phase 1 and associated deliverables: • Phase 1 Configuration Management • Phase 1 System Security Plan	\$161,250.00

Payment Milestone	Associated Tasks and Deliverables	Payment Amount
3. Phase 1 System Integration	Task 4 Systems Integration for Phase 1 and associated deliverables: - Phase 1 System Integration Plan - Phase 1 System Interfaces and other System Integration work	\$82,500.00
4. Phase 1 Testing	Task 5 Testing for Phase 1 and associated deliverables: Phase 1 Test Plan - Phase 1 Test Scenarios and Test Cases - Phase 1 Unit/Module Testing Results - Phase 1 Systems Integration Testing Results - Phase 1 UAT Results and Remediation Processes - Phase 1 Performance and Stress Testing Results - Phase 1 Security Testing Results	\$58,750.00
5. Phase 1 Deployment	Task 6 System Implementation for Phase	\$0.00

Payment Milestone	Associated Tasks and Deliverables	Payment Amount
	1 and associated deliverables: • Phase 1 System Implementation Plan • Phase 1 Pre-Production Release • Phase 1 Production Release Plan • Phase 1 Production Cutover Plan • Phase 1 Production Cutover Report	
6. Phase 1 Training	Task 7 Knowledge Transfer and Training for Phase 1 and associated deliverables: • Phase 1 Knowledge Transfer and Training Plan • Phase 1 Training Curriculum • Phase 1 User Manual • Phase 1 Technical Documentation • Phase 1 Knowledge Transfer Results • Phase 1 Training Execution Results	\$57,486.00
7. Phase 1 System Acceptance	Task 8 Production Support and Transition for Phase 1	\$100,000.00

Payment Milestone	Associated Tasks and Deliverables	Payment Amount
	and associated deliverables: • Phase 1 Software Transition Plan • Phase 1 Maintenance Activity Report • Phase 1 System Acceptance document • Phase 1 Support Services Plan	
8. Phase 2 Project Kickoff	Task 1 Project Management for Phase 2 and associated deliverables: • Phase 2 Project Kickoff Meeting • Phase2 Project Plan and Schedule • Phase 2 Status Reports, Progress Meetings, and Meeting Minutes	\$0.00
9. Phase 2 Discovery, Configuration, and Development	Task 2 System Design, Development, and Configuration for Phase 2 and associated deliverables: • Phase 2 System Implementation Plan • Phase 2 System Design • Phase 2 System Requirements	\$30,000.00

Payment Milestone	Associated Tasks and Deliverables	Payment Amount
	Task 3 Security for Phase 2 and associated deliverables: - Phase 2 Configuration Management - Phase 2 System Security Plan	
10. Phase 2 System Integration	Task 4 Systems Integration for Phase 2 and associated deliverables: - Phase 2 System Integration Plan - Phase 2 System Interfaces and other System Integration work	\$41,250.00
11. Phase 2 Testing	Task 5 Testing for Phase 2 and associated deliverables: - Phase 2 Test Plan - Phase 2 Test Scenarios and Test Cases - Phase 2 Unit/Module Testing Results - Phase 2 Systems Integration Testing Results - Phase 2 UAT Results and Remediation Processes	\$0.00

Payment Milestone	Associated Tasks and Deliverables	Payment Amount
	- Phase 2 Performance and Stress Testing Results - Phase 2 Security Testing Results	
12. Phase 2 Deployment	Task 6 System Implementation for Phase 2 and associated deliverables: - Phase 2 System Implementation Plan - Phase 2 Pre-Production Release - Phase 2 Production Release Plan - Phase 2 Production Cutover Plan - Phase 2 Production Cutover Report	\$0.00
13. Phase 2 Training	Task 7 Knowledge Transfer and Training for Phase 2 and associated deliverables: - Phase 2 Knowledge Transfer and Training Plan - Phase 2 Training Curriculum - Phase 2 User Manual - Phase 2 Technical Documentation	\$0.00

Payment Milestone	Associated Tasks and Deliverables	Payment Amount
	- Phase 2 Knowledge Transfer Results - Phase 2 Training Execution Results	
14. Phase 2 System Acceptance	Task 8 Production Support and Transition for Phase 2 and associated deliverables: - Phase 2 Software Transition Plan - Phase 2 Maintenance Activity Report - Phase 2 System Acceptance document - Phase 2 Support Services Plan	\$165,000.00
SUBTOTAL IMPLEMENTATION SERVICES		\$825,000.00

SUPPORT SERVICES

Contract Year	Payment Amount
Initial Term (July 1, 2026-June 30, 2027)	\$745,000.00
Option Year 1 (July 1, 2027-June 30, 2028)	\$745,000.00
Option Year 2 (July 1, 2028-June 30, 2029)	\$745,000.00
Option Year 3 (July 1, 2029-June 30, 2030)	\$745,000.00
Option Year 4 (July 1, 2030-June 30, 2031)	\$745,000.00
Option Year 5 (July 1, 2031-June 30, 2032)	\$745,000.00
SUBTOTAL SUPPORT SERVICES	\$4,470,000.00

Support Services fees are payable in quarterly installments, invoiced by Contractor in accordance with the Contract in advance at the beginning of the applicable quarter and payable by the County in accordance with the Contract.

TOTAL CONTRACT SUM	\$5,295,000.00
FIXED HOURLY RATE FOR OPTIONAL WORK	\$200.00/hour

CONTRACTOR'S PROPOSED SCHEDULE

Project schedule uses a start date of September 2, 2025, and will be adjusted accordingly by the parties under Exhibit A (Statement of Work and Attachments) to reflect the Effective Date of the Contract. This schedule is high-level and will be further refined by the parties under Exhibit A (Statement of Work and Attachments). Some of the time-lines referenced will run concurrently.

Payment Milestone	Associated Tasks and Deliverables	Number of Days/Date
1. Phase 1 Project Kickoff	Task 1 Project Management for Phase 1 and associated deliverables: • Phase 1 Project Kickoff Meeting • Phase1 Project Plan and Schedule • Phase 1 Status Reports, Progress Meetings, and Meeting Minutes (On-going through System Acceptance)	3 Days
2. Phase 1 Discovery, Configuration, and Development	Task 2 System Design, Development, and Configuration for Phase 1 and associated deliverables: • Phase 1 System Implementation Plan • Phase 1 System Design • Phase 1 System Requirements Task 3 Security for Phase 1 and associated deliverables: • Phase 1 Configuration Management	5 Days Discovery 15 Days Configuration and Development

Payment Milestone	Associated Tasks and Deliverables	Number of Days/Date
	Phase 1 System Security Plan	
3. Phase 1 System Integration	Task 4 Systems Integration for Phase 1 and associated deliverables: - Phase 1 System Integration Plan - Phase 1 System Interfaces and other System Integration work	12 Days
4. Phase 1 Testing	Task 5 Testing for Phase 1 and associated deliverables: Phase 1 Test Plan - Phase 1 Test Scenarios and Test Cases - Phase 1 Unit/Module Testing Results - Phase 1 Systems Integration Testing Results - Phase 1 UAT Results and Remediation Processes - Phase 1 Performance and Stress Testing Results - Phase 1 Security Testing Results	6 Days

Payment Milestone	Associated Tasks and Deliverables	Number of Days/Date
5. Phase 1 Deployment	Task 6 System Implementation for Phase 1 and associated deliverables: • Phase 1 System Implementation Plan • Phase 1 Pre-Production Release • Phase 1 Production Release Plan • Phase 1 Production Cutover Plan • Phase 1 Production Cutover Report	2 Days Must occur by October 5, 2025
6. Phase 1 Training	Task 7 Knowledge Transfer and Training for Phase 1 and associated deliverables: • Phase 1 Knowledge Transfer and Training Plan • Phase 1 Training Curriculum • Phase 1 User Manual • Phase 1 Technical Documentation • Phase 1 Knowledge Transfer Results • Phase 1 Training Execution Results	10 Days

Payment Milestone	Associated Tasks and Deliverables	Number of Days/Date
7. Phase 1 System Acceptance	Task 8 Production Support and Transition for Phase 1 and associated deliverables: • Phase 1 Software Transition Plan • Phase 1 Maintenance Activity Report • Phase 1 System Acceptance document • Phase 1 Support Services Plan	30 Business Days
8. Phase 2 Project Kickoff	Task 1 Project Management for Phase 2 and associated deliverables: • Phase 2 Project Kickoff Meeting • Phase2 Project Plan and Schedule • Phase 2 Status Reports, Progress Meetings, and Meeting Minutes (On-going through System Acceptance)	5 Days
9. Phase 2 Discovery, Configuration, and Development	Task 2 System Design, Development, and Configuration for Phase 2 and associated deliverables: • Phase 2 System Implementation Plan • Phase 2 System Design	5 Days Discovery 30 Days Configuration and Development

Payment Milestone	Associated Tasks and Deliverables	Number of Days/Date
	- Phase 2 System Requirements Task 3 Security for Phase 2 and associated deliverables: - Phase 2 Configuration Management - Phase 2 System Security Plan	
10. Phase 2 System Integration	Task 4 Systems Integration for Phase 2 and associated deliverables: - Phase 2 System Integration Plan - Phase 2 System Interfaces and other System Integration work	15 Days
11. Phase 2 Testing	Task 5 Testing for Phase 2 and associated deliverables: - Phase 2 Test Plan - Phase 2 Test Scenarios and Test Cases - Phase 2 Unit/Module Testing Results - Phase 2 Systems Integration Testing Results - Phase 2 UAT Results and Remediation Processes	15 Days

Payment Milestone	Associated Tasks and Deliverables	Number of Days/Date
	- Phase 2 Performance and Stress Testing Results - Phase 2 Security Testing Results	
12. Phase 2 Deployment	Task 6 System Implementation for Phase 2 and associated deliverables: - Phase 2 System Implementation Plan - Phase 2 Pre-Production Release - Phase 2 Production Release Plan - Phase 2 Production Cutover Plan - Phase 2 Production Cutover Report	5 Days Must occur by December 31, 2025
13. Phase 2 Training	Task 7 Knowledge Transfer and Training for Phase 2 and associated deliverables: - Phase 2 Knowledge Transfer and Training Plan - Phase 2 Training Curriculum - Phase 2 User Manual - Phase 2 Technical Documentation	5 Days

Payment Milestone	Associated Tasks and Deliverables	Number of Days/Date
	• Phase 2 Knowledge Transfer Results • Phase 2 Training Execution Results	
14. Phase 2 System Acceptance	Task 8 Production Support and Transition for Phase 2 and associated deliverables: • Phase 2 Software Transition Plan • Phase 2 Maintenance Activity Report • Phase 2 System Acceptance document • Phase 2 Support Services Plan	30 Business Days

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Elizabeth Pak
Title: Head Attorney
Address: 5770 S. Eastern Ave.
Commerce, CA 90047
Telephone: (323) 889-2880
E-Mail Address: Elizabeth_Pak@cssd.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Laurie Groina
Title: Supervising Attorney
Address: Child Support Services, 111 Hill St. Rm. 623
Los Angeles, CA 90012
Telephone: (213) 639-2722
E-Mail Address: laurie_groina@cssd.lacounty.gov

COUNTY CONTRACT PROJECT MONITOR:

Name: LaKisha Johnson-Martinez
Title: Administrative Assistant III
Address: Child Support Services, Contracts and Procurement Division
5770 Eastern Avenue, 4th Floor, Commerce, CA 90040
Telephone: (323) 889-3397
E-Mail Address: EDL-contractmonitoring@cssd.lacounty.gov

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME:** GreenCourt Legal Technologies, LLC**CONTRACT NO:** _____**CONTRACTOR'S PROJECT DIRECTOR:**

Name: Kati Odom Bell
Title: Executive Vice President
Address: 201 Newnan Street, Carrollton, Georgia 30117
Telephone: 770-834-3453
E-Mail Address: kodombell@greencourt.com

CONTRACTOR'S PROJECT MANAGER:

Name: Bee Elston
Title: Project Manager
Address: 201 Newnan Street, Carrollton, Georgia 30117
Telephone: 770-834-3453
E-Mail Address: belston@greencourt.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Andy Johnson
Title: Chief Executive Officer
Address: 201 Newnan Street, Carrollton, Georgia 30117
Telephone: 770-851-4565
E-Mail Address: ajohnson@greencourt.com

Notices to Contractor shall be sent to the following:

Name: Jay Bland
Title: Chief Growth Officer
Address: 201 Newnan Street, Carrollton, Georgia 30117
Telephone: 770-823-8708_
E-Mail Address: Jbland@greencourt.com

EXHIBIT F
CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT
ASSIGNMENT AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

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

CONTRACTOR NAME GreenCourt Legal Technologies, LLC Contract No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, subcontractors, outsourced vendors and independent contractors (collectively, 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, on behalf of itself 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 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

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor, on behalf of itself 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, on behalf of itself 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 agrees to report and shall instruct all Contractor's Staff 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, on behalf of itself and Contractor's Staff, acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

COPYRIGHT ASSIGNMENT AGREEMENT

Contractor, on behalf of itself and Contractor's Staff, agree that County's Confidential Information (defined in the above-referenced contract), including without limitation Personally Identifiable Information (defined in the above-referenced contract), information relating to County's constituents, users, partners, or personnel; County department case information; any other sensitive records or information; and other data, records, and information of County to which Contractor has access, or otherwise provided to Contractor under this Contract; and all of the output from the GovLink System (defined in the above-referenced contract) generated by County's use of the GovLink System, including without limitation, reports, graphs, charts, modified County Data, etc., but expressly excluding any form templates of such reports, graphs or charts that by themselves do not include County Data (collectively, "County Data") provided or made accessible by County to Contractor, is and shall remain the property of County. Additionally, Contractor on behalf of itself and Contractor's Staff, agree that all system design, project and system plans, diagrams, reports, and other deliverables (excluding the GovLink System itself) (hereafter "materials") which are originated or created through the Contractor's and Contractor's Staff work pursuant to the above-referenced contract or otherwise delivered pursuant to the above referenced contract and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, Contractor, on behalf of itself and Contractor's Staff, hereby assign and transfer to the County in perpetuity for all purposes all right, title, and interest in and to all such County Data and materials, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, Contractor and Contractor's Staff agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright.

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

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

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: Andy Johnson

POSITION: Chief Executive Officer

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

Any fire station. Any hospital. Any time.

1.877.222.9723



BabySafeLA.org

No shame | No blame | No names



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

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

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

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

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



BabySafeLA.org

No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

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

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

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

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?

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

If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

THIRD-PARTY PRODUCTS

GreenCourt's GovLink solution leverages third-party products to enhance functionality, efficiency, and user experience. Key technologies include:

- SyncFusion for templates, signatures, and edits.
- Sendgrid for notifications.
- Chatlio for access to concierges (customer support).
- WordPress for access to the support page.
- Microsoft office tools for document management.

GreenCourt's third-party products ensure GovLink provides the services needed and expected.

CHARITABLE CONTRIBUTIONS CERTIFICATION

GreenCourt Legal Technologies LLC

Company Name

201 Newnan Street, Carrollton, Georgia 30117

Address

46-5027679

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☒ 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 Contractor 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

- ☐ 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

Andy Johnson, Chief Executive Officer

Name and Title of Signer (please print)

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, the more protective provision of the County 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. The same meaning as "County Data" under the Contract.
- 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 Contractor owns, leases or possesses.

4. CONTRACTOR'S USE OF COUNTY INFORMATION

The Contractor may use County Information only as necessary to carry out its obligations under this Contract. The Contractor 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

In addition to the confidentiality provisions contained in the Contract, Contractor agrees as follows:

- 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".
- 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 STAFF

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 Project Director 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

Acting Chief Information Security Officer:

James Thurmond
Acting Chief Information Security Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 253-5660

Chief Privacy Officer:

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

Departmental Information Security Officer:

Phillip Carnahan
5770 S. Eastern Ave. 4th Floor
Commerce, CA 90040
(323)929-1935
Phillip_Carnahan@cssd.lacounty.gov

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

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

15. NON-EXCLUSIVE EQUITABLE REMEDY

The Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach, the County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies

are available within law or equity. Any breach of Section 6 CONFIDENTIALITY shall constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the County.

16. AUDIT AND INSPECTION

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

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

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

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

When not prohibited by regulation, the Contractor will provide to the County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the

Contractor or a third party; and (ii) corrective actions or modifications, if any, the Contractor will implement in response to such audits.

17. CYBER LIABILITY INSURANCE

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

The Contractor shall secure and maintain cyber liability insurance coverage with limits of not less than \$4 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.

If 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 Project Director.
- 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.

SUPPORT SERVICES

1. GENERAL

This Exhibit K (Support Services) is attached to and forms a part of that certain Contract for the GovLink System and Services, dated as of the Effective Date (together with all exhibits, attachments, and schedules thereto, all as amended from time to time, the "Contract"), between the County of Los Angeles ("County") and GreenCourt Legal Technologies, LLC ("Contractor"). Capitalized terms used herein without definition have the meanings given to such terms in the Contract.

This Exhibit K sets forth Contractor's service level commitment regarding hosting services, maintenance services, and support services, including correction of Deficiencies, warranties, and County's remedies for Contractor's failure to meet the service levels specified herein (as further defined in the Contract collectively, "Support Services"), in each case, regarding the System.

2. SCOPE OF SERVICES

2.1 Description

Contractor shall provide service levels and warranties relating to Support Services for the System as specified in the Contract and this Exhibit, as more fully described below. Support Services shall include but are not limited to all work necessary to maintain and support the System so that it performs in accordance with the Specifications, including but not limited to correction of Deficiencies based on service levels and warranties, and provision of all Hosted Environments and other work necessary to host the System such that it performs in accordance with the Specifications. Support Services commence as specified in the Contract.

2.2 Definitions

As used herein the following terms have the following meanings:

"Available" means the System shall be available for access and use by the County in accordance with the Specifications.

"Business Hours" shall mean 7:00 a.m. to 5:30 p.m. Pacific Time (PT) Monday through Friday except for County approved holidays.

"Critical Deficiency" shall mean a Deficiency of Priority Level 1, as further described in Section 3.2.1 (Problem Correction Priorities).

"Compatible"; "Compatibility" means, with respect to the Licensed Software, that (a) the applicable components of the Licensed Software are capable of

supporting, operating and otherwise performing all functions of such Licensed Software components set forth in the Specifications and this Contract, when used in conjunction with Specified Hardware and Specified Operating Software; (b) the applicable components of Third-Party Products contained in the System are capable of supporting, operating and otherwise performing all functions of such Third-Party Products components set forth in the Specifications and this Contract, when used in conjunction with other components of the Licensed Software; (c) the applicable components of Licensed Software are capable of supporting, operating and otherwise performing all functions of such Licensed Software components set forth in the Specifications and this Contract, when used in conjunction with the Third-Party Products; and (d) the applicable components of the Licensed Software are capable of supporting, operating and otherwise performing all functions of such Licensed Software components set forth in the Specifications and this Contract, when used in conjunction with one another and with the Hosted Environment.

“Help Desk Support” shall have the meaning specified in Section 6.1 (Scope of Support).

“Hosted Environment” shall mean hardware, hosted network, and hosted operating software to be supplied by Contractor as a part of its obligation to perform hosting services. The Hosted Environment includes the Hosted Environment for use by County in production and any other environments described in this Contract, if any, including Exhibit A (Statement of Work and Attachments).

“Days of Operation” shall mean 365/366 days per year, 24 hours per day, excluding “Scheduled Downtime”.

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

“Disaster Recovery” shall mean and refer to Contractor’s obligations described in Section 5.3 (Backup and Disaster Recovery).

“Business Continuity/Disaster Recovery Plan” shall have the meaning specified in Exhibit A (Statement of Work and Attachments).

“Downtime” shall mean the period when the System or any System component is unavailable, including Unscheduled Downtime and Scheduled Downtime.

“Licensed Software” shall have the same meaning as defined in the base Contract.

“Low Deficiency” shall mean a Deficiency of Priority Level 4, as further described in Section 3.2.1 (Problem Correction Priorities).

“Major Deficiency” shall mean a Deficiency of Priority Level 1 or Priority Level 2, as further described in Section 3.2.1 (Problem Correction Priorities).

“Moderate Deficiency” shall mean a Deficiency of Priority Level 3, as further described in Section 3.2.1 (Problem Correction Priorities).

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

“Priority Level” shall mean the applicable Deficiency severity level for correcting Deficiencies, as described in Section 3.2 (Resolution of Deficiencies).

“Response Time” shall mean the time elapsed for all data fields on a page to load such that they are available for use.

“Response Time Baseline” shall mean the County specified baseline for Response Time, as further described in Section 7.2 (System Performance Requirements).

“Response Time Deficiency” shall mean the System is not responding within the prescribed Response Time Baseline, as further described in Section 7.3 (Response Time Monitoring).

“Scheduled Downtime” shall mean that the System cannot be accessed due to scheduled maintenance on the System, including but not limited to preventive maintenance, Revisions, scheduled reboots and restarts, as further described in Section 4.5 (Scheduled Downtime).

“Service Credits” shall mean credits or any other form of discount to be applied to the applicable Support Services Fees that may be assessed by County pursuant to Section 8.1 (General).

“Severe Deficiency” shall mean a Deficiency of Priority Level 2, as further described in Section 3.2.1 (Problem Correction Priorities).

“Specified Hardware” and **“Specified Operating Software”** shall mean the minimum requirements for hardware and operating software as specified pursuant to the Statement of Work, that shall be Compatible with the Licensed Software, and are required for County to enjoy and exercise fully its rights to the System as a whole.

“System Availability” as defined in Section 7.2 (System Performance Requirements).

“System Availability Deficiency” shall mean the System not meeting any of the System Availability requirements as specified in this Exhibit K.

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

“System Performance Deficiency” shall mean System not meeting any of the System Performance Requirements as specified in Section 7.2 (System Performance Requirements).

“System Performance Requirements” shall mean the requirements for System Performance, including Section 7.2 (System Performance Requirements).

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

“Unscheduled Downtime” shall have the meaning specified in Section 8.1 (General).

3. CORRECTION OF DEFICIENCIES

3.1 Identification of Deficiencies

The Deficiencies may be identified either because of Contractor’s use of its own monitoring tools or discovered by County. Upon discovery of a Deficiency by County, County will report the Deficiency to Contractor’s Help Desk Support for resolution in accordance with this Exhibit K.

The Priority Level of a Deficiency shall be assigned as described in, and according to the Priority Level definition set forth in, Section 3.2.1 (Problem Correction Priorities). Based on Contractor’s proposed resolution and/or workaround(s) for the Deficiency, County may reevaluate and escalate or downgrade the Priority Level of the Deficiency pursuant to Section 3.2.3 (Priority Level Adjustment).

3.2 Resolution of Deficiencies

3.2.1 Problem Correction Priorities

County shall assign the Priority Level to each Deficiency reported by County to Contractor’s Help Desk Support. Contractor shall assign Priority Levels to Deficiencies discovered by its own monitoring tools. Following report of a Deficiency from County, Contractor shall respond back to County within the prescribed “Response Timeframe” specified below and resolve each such Deficiency within the specified “Resolution Goal”. The Response Timeframe and Resolution Goal for correction of Deficiencies shall start tolling when Contractor discovers a Deficiency, or County first notifies Contractor of a Deficiency by telephone or otherwise as specified

herein, including Contractor's Help Desk Support portal, as the case may be, and shall end when County reasonably determines that the Deficiency has been resolved.

Priority Level	Description of Deficiency	Response Timeframe	Resolution Goal
1 - Critical	Critical functionality is down or impaired or degraded; major impact to County's business; no reasonable workaround(s) exists, or no current patch set or service pack is available. Examples of Critical Deficiencies: Response Time is at or over four (4) times the agreed upon Response Time Baseline or does not function at all, as determined by County. There is no way to circumvent the problem; a significant number of Users are affected. A production business System is inoperable.	One (1) Business Hour	One (1) Business Day
2 – Severe	Functionality is impaired or degraded, or an important function is not available, and operations are severely impacted. There are time-sensitive issues that impact ongoing production. A reasonable workaround exists, but it is only temporary. Hotfix, patch or service pack or upgrade is not available. Examples of Severe Deficiencies: A component of the System is not performing in accordance with the Specifications (e.g., Response Time is at two (2) or three (3) times the agreed upon Response Time	Four (4) Business Hours	Five (5) Business Days or next scheduled maintenance, whichever is less.

Priority Level	Description of Deficiency	Response Timeframe	Resolution Goal
	Baseline), which is creating significant County business impact, or its core functionality is not available, as determined by County. OR Mandatory reporting within the System is inaccurate, or data is unavailable (unless the inaccuracy is due to inaccurate data provided by the County).		
3 – Moderate	Non-critical functionality is down or impaired. Does not have significant current production impact. Performance is degraded. A short to medium term work-around is available. Patch, service pack or upgrade is available. Examples of Moderate Deficiencies: A component of the System is not performing in accordance with the Specifications, which is creating a moderate or minor operational impact, as determined by County.	One (1) Business Day	Two (2) weeks
4 – Low	Non-critical function impaired. No business impacts. A medium to long term work-around is available. Patch, service pack or upgrade is available. Examples of Low Deficiencies: This is a low impact problem and is not significant to operations or is related to education (e.g., general “how to” and informational Licensed	Two (2) Business Days	Next Version Release or 6 months unless otherwise agreed to by County and Contractor

Priority Level	Description of Deficiency	Response Timeframe	Resolution Goal
	Software questions, Documentation requests, understanding of reports or general “how to” create reports), as determined by County.		

3.2.2 Problem Resolution Process

For any Deficiency reported by County or discovered by Contractor, Contractor shall commence corrective action according to the applicable Response Timeframe. Contractor shall correct all Deficiencies within the Resolution Goals specified above. Contractor shall also immediately commence to develop a workaround or a fix for any Priority Level 1 or Priority Level 2 Deficiency. County and Contractor shall agree on the Deficiency resolution, whether by a permanent solution or a workaround. Contractor shall provide the best level of effort to correct all Deficiencies with Priority Level 1 through Priority Level 3. If Contractor fails to correct a Deficiency within the prescribed Resolution Goals, Contractor shall provide County with a written or electronic report that includes a detailed explanation of the status of such Deficiency, preliminary actions taken, detailed mitigation plans and an estimated time for completing the correction of such Deficiency. This process will be repeated until the Deficiency is resolved, and the resolution is approved by County Project Manager. The parties will jointly cooperate during this period.

3.2.3 Priority Level Adjustment

County may escalate or downgrade a Priority Level of a Deficiency if the Deficiency meets the definition of the Priority Level as escalated or downgraded. Additionally, County Project Manager may escalate a Priority Level of a Deficiency at any time during which the System is experiencing more than one Deficiency of the same Priority Level. A Deficiency may also be escalated by County if the Deficiency persists or re-occurs, as determined by County Project Manager. At the time the Deficiency is escalated or downgraded, an appropriate timeline will be applied for resolution of such Deficiency in accordance with Section 3.2.1 (Problem Correction Priorities). Contractor may not downgrade a Priority Level without the consent of County Project Manager. Contractor may not “close” or “inactivate” a trouble ticket or Deficiency report without the consent of County Project Manager. Contractor may request a special exception to the above timeline where there are extenuating circumstances, with the decision for extension made at the discretion of County Project Manager. If a reasonable workaround may be provided by Contractor for a Deficiency, County may elect to downgrade the Priority Level of such Deficiency until an agreed upon date. If a permanent fix is not provided by such agreed upon date, County will be able to

escalate the Priority Level back to the original Priority Level or higher, as provided herein.

4. MAINTENANCE SERVICES

As part of Support Services, Contractor shall provide maintenance services as described herein.

4.1 Revisions

As part maintenance Services, Contractor shall provide Revisions to the Licensed Software in accordance with Sub-paragraph 9.1.3 (Revisions) of the Contract and this Exhibit K. Revisions shall be provided to keep current with Contractor's hosting technology standards, industry standards, Third-Party Product upgrades, enhancements, updates, patches, bug fixes, etc., and as provided to Contractor's general customer base, all in accordance with this Exhibit K and in coordination with County Project Manager. By definition, such Revisions shall include, but not be limited to, (a) a bug fix, patch, or redistribution of the Licensed Software that corrects an error as well as addresses common functional and performance issues, including Deficiency corrections; (b) an aggregation of fixes, updates, or significant new features, functionality or performance improvements, including but not limited to those constituting a new version; (c) any update to the Licensed Software designed to improve its operations, usefulness, or completeness that is made generally available by Contractor to its other customers; (d) any of the foregoing provided for the Licensed Software to remain in compliance with applicable Federal, State and local laws, rules and regulations or Court rules and requirements; and (e) changes to forms, formsets, templates, workflow, signatures as requested by CSSD as CSE seeks to improve its processes or as required by Court rules or requirements.

Without limiting any other provisions of this Contract, including, without limitation, this Exhibit, Revisions to the Licensed Software shall be provided to County at least twice every year, unless otherwise agreed to by County and Contractor.

Contractor shall notify County of all Revisions to the Licensed Software prior to the anticipated installation date thereof in accordance with Sub-paragraph 9.1.3 (Revisions) of the Contract. Contractor's provision and installation of such Revisions to the Licensed Software shall be at no additional cost to County. Any Revisions necessary to remedy security problems in the Licensed Software (e.g., closing "back doors" or other intrusion-related problems) shall be provided promptly following Contractor's knowledge of such of such problems.

In the event a Revision causes a Deficiency with a previously provided customization, then Contractor's work to remedy such Deficiency shall be included as part of maintenance Services.

4.2 Third-Party Products

Maintenance Services additionally include maintaining Compatibility of the Contractor software components of the GovLink with any Third-Party Products that are to be included in the System as of the Effective Date and may be acquired by County under this Contract as Optional Work. Prior to the installation of any Third-Party Product, or any update thereto, Contractor shall test and ensure such Third-Party Product's Compatibility with the then current version of the Contractor software components. Contractor shall all ensure that the Contractor software components are Compatible with the required or critical updates to Third-Party Products, including without limitation, service and compatibility packs and security patches, promptly upon their release.

Notwithstanding the foregoing, any Third-Party Product that may be incorporated by Contractor into the GovLink shall be subject to the same Support Services obligations and requirements as the Contractor software components that are owned by, or are proprietary to, Contractor.

4.3 Hosted Environment Maintenance

As part of maintenance Services, Contractor shall also provide maintenance of the Hosted Environment that is part of the Hosted Environment for the System, including but not limited to server equipment, networking components, hardware, operating system software, application platform software, database software and other software installed in the Hosted Environment that is not Licensed Software. Contractor shall update, upgrade, or replace these Hosted Environment components during the term of the Contract to comply with the Specifications and the warranties specified in this Contract and to support and be Compatible with the GovLink including any Revisions provided by Contractor under the Contract.

Contractor shall provide Revisions to the Hosted Environment software to keep current with Contractor's hosting technology standards, industry standards, Revisions to the GovLink, and all in coordination with County Project Manager.

4.4 County's Environment

As part of maintenance Services, Contractor shall, during the term of the Contract, maintain the System's Compatibility with County's environment, provided the County is using the Specified Hardware and Specified Operating Software. These maintenance Services shall include providing, among others, Revisions to the Licensed Software and upgrades to the Hosted Environment hardware. Maintenance Services also include working with County's information technology staff or other third-party service providers to resolve any issues with the County's environment that might be caused by the GovLink.

4.5 Scheduled Downtime

Unless agreed to otherwise in advance by County and Contractor, Contractor shall provide all maintenance Services, including installation of Revisions, during Scheduled Downtime.

For this Exhibit K, Scheduled Downtime shall be determined and mutually agreed by County and Contractor during contract negotiations. Contractor may change the Scheduled Downtime window by notifying County at least three (3) days prior to modifying the Scheduled Downtime, subject to approval by County Project Manager. Any Downtime outside of the above window of time without such prior notice and County Project Manager's approval shall be considered "Unscheduled Downtime" which may entitle County to remedies as specified in this Exhibit K. Notwithstanding the foregoing, Contractor may request System Downtime for the provision of an emergency correction to the System. Such Downtime shall be deemed Scheduled Downtime if it has been approved by County Project Manager.

5. HOSTING SERVICES

As part of Support Services, Contractor shall provide all Hosted Environments and other work necessary to host the System such that it performs in accordance with Specifications as provided in this Section 5 (hereinafter collectively "Hosting Services").

5.1 Hosting Services

Contractor shall operate the Hosting Services on the Hosted Environment owned and maintained by Contractor (and its hosting Subcontractor, if applicable) on a 24x7x365/366 basis.

Contractor shall allow access to the Hosting Services over the Internet from the Hosted Environment facilities on a 24x7x365/366 basis and provide secure and confidential storage of all information transmitted to and from the Hosting Services. The Hosted Environment shall provide redundancy at all tiers of the Hosted Environment, redundant clustered firewalls with redundant Internet connections, running industry standard secure inspection, and analysis software.

Contractor shall supply hardware, security protocols, software, and communications support structure to facilitate connection to the Internet in accordance with the requirements set forth herein.

Contractor shall build into the solution's architecture the capability to operate in more than one data center and in different availability zones (AZs) for high availability, fault tolerance, scalability, and disaster recovery. The selected AZs shall reside in the continental United States.

Contractor shall review security notifications and alerts relevant to the Hosted Environment (e.g., Contractor notification of bugs, attacks, patches), and apply as appropriate to maintain the highest level of defense.

Contractor shall provide adequate firewall protection to secure personal data and other Confidential Information of County and users of the Hosting Services from unauthorized access by third parties.

5.2 Hosting Provider

As of the Effective Date, Contractor's Subcontractor for Hosting Services is Microsoft Azure. If, during the term of the Contract, Contractor desires to transition to a new Subcontractor for Hosting Services, Contractor shall provide County with at least sixty (60) calendar days' prior notice of the transition. Contractor shall reasonably cooperate with County in evaluating the security and performance of the proposed Subcontractor. County shall have thirty (30) calendar days from receipt of notice of the transition to reasonably object to the proposed new Subcontractor. In the event of such objection, the parties shall negotiate in good faith regarding alternate hosting providers. If the parties are unable to reach agreement within thirty (30) calendar days of receipt by Contractor of the objection, County may elect to terminate this Contract without further obligation and receive a refund of prepaid fees for the balance of the Contract term.

Contractor shall ensure the Subcontractor complies with the terms of the Contract, including the requirements of this Exhibit. Contractor shall be jointly and severally liable for any breach by such Subcontractor of the Contract, including the requirements of this Exhibit K.

6. OPERATIONAL SUPPORT SERVICES

6.1 Scope of Support

As a part of Support Services, Contractor's responsibilities for supporting the operation of the System shall include responding to problems reported and correcting Deficiencies as specified in this Exhibit K. As part of its Support Services, Contractor shall provide operational support for the System during the Support Hours, which shall include without limitation providing a point of contact for all System problems by maintaining a System for customer support to be used County's technical support ("Help Desk Support"). Such operational support shall include Support Services to correct any failure of the System and to remedy Deficiencies in accordance with this Exhibit to ensure that the System operates in accordance with the Specifications, warranties, and other requirements under the Contract. Requests for Help Desk Support will be submitted by County's technical support via telephone and/or Contractor's web-based trouble ticketing System. If the Contractor's web-based trouble ticketing System is not available, County may use email or any other reasonable means to request Help Desk Support. Help Desk Support shall respond with a plan for resolving each Deficiency and respond to County Project Manager within the applicable required period specified in this Exhibit K.

6.2 Help Desk Support

Contractor's Help Desk Support service level requirements shall also include but not be limited to those listed below:

1. County designated technical support staff that provides First Level Support shall have access to Contractor's Help Desk Support through the methods outlined in this Exhibit K.
2. County shall have access to Contractor's Help Desk Support through the Web-based trouble ticketing System or telephone. The trouble ticketing System shall provide for County a simple method to submit, track and update issues that require escalation to Contractor's Help Desk Support. The authorized County contacts will each receive an account and training on the ticketing System.
3. Contractor shall provide a telephone number for County staff to call during Business Hours. This telephone number shall be managed by an automated System to quickly connect County staff with the appropriate Help Desk Support personnel.
4. Contractor's automated System shall include the functionality of leaving detailed voice mails describing the issues. The voice mails must be responded to within 24 to 48 hours (including weekends and holidays).
5. Priority Levels for the Deficiencies shall be assigned according to definitions specified in Exhibit K.
6. Contractor shall respond within the period specified in Exhibit K depending on the Priority Level of the Deficiency.
7. Contractor's Help Desk Support shall be available to County 7:00 AM to 5:30 PM Monday through Friday (PT) ("Support Hours") excluding County approved holidays. For up to 100 hours during each annual period during the Contract term at no additional cost to the County beyond the Support Fees, Contractor will make available Help Desk Support during agreed days and times outside of Support Hours upon seven (7) advance written request by County. For the avoidance of doubt, Contractor's technical staff will be available to County technical staff 24 hours per day as needed to respond to and resolve Priority Level 1 and 2 Deficiencies without additional cost beyond fees the Support Fees.
8. Contractor's Help Desk Support shall work with County's Project Manager and County's technical support staff on correcting Deficiencies and keep such County personnel informed regarding the updates and scheduled timeframes to ensure that all maintenance windows are clearly communicated, and the requirements of this Exhibit K are met.
9. Contractor shall triage and update submitted Deficiencies and requests to have the priority, description, type, version, and other elements of each case modified by Help Desk Support based on the severity and business impact. The cases may be downgraded or upgraded in priority, and Contractor shall work with County to ensure that the case is diagnosed

properly. In the event of any issues regarding a case, the parties may invoke the Dispute Resolution Procedure as defined in the Contract.

10. Deficiency correction, timeframes, and Service Credits for failure to timely correct any Deficiencies as specified herein shall be as specified in this Exhibit K.

6.3 Backup and Disaster Recovery

Contractor shall provide back up, Disaster recovery and business continuity Services as set for in the Disaster Recovery/Business Continuity Plan agreed upon pursuant to Exhibit A (Statement of Work and Attachments), as updated from time to time in accordance with the terms of the Contract. Additionally, back up, Disaster recovery, and business continuity Services shall include the following, to the extent not in conflict with the agreed-upon Disaster Recovery/Business Continuity Plan:

All copies of County Data, expressly or implied, including without limitation, backups, replicated/redundant data, snapshots, and data used, perhaps temporarily and using non-Contractor facilities, equipment, and/or personnel, during a disaster recovery event, must be subject to all terms and condition specified in the Contract, including, without limitation, confidentiality, storage, transmission, and destruction, and must still remain in the continental United States.

Backup – Regular

Contractor shall provide for both the regular backup of standard file systems and databases relating to the Hosted Environment, Licensed Software and Hosting Services, and the timely restoral of such data on request by County due to a site failure. Contractor shall:

- Perform weekly full backup.
- Perform daily incremental backups.
- If backups are made to media such as tapes, send backup media to secure, off-site storage facilities with a thirty (30) calendar day rotation of media.
- If the backup destination is cloud-based, the retention policy is thirty (30) calendar days.
- Retain one (1) backup copy per month for one (1) year.
- Fulfill restoral requests as directed by County due to site or any other type failures. Restoral will be initiated within the interval of two (2) to four (4) hours dependent on the urgency of the request, and the agreed upon location of the desired backup media.

- The ability to restore to any of the backups in the last 30 days.
- If the Hosted Environment of location is expected to be down for more than twenty-four (24) hours, Contractor shall immediately transfer appropriate backup data and re-establish all hosting operations in an appropriately functioning secondary server or location.
- Periodically review and validate Contractor's backup procedures, and periodically validate the accuracy and integrity of the backup data. Contractor shall provide a written report of any inaccuracies and inconsistencies in a format approved by County.

Data Replication Across Data Centers

County Data shall be stored on redundant applications and database hardware in Contractor Primary Data Center and replicated to Contractor Secondary Data Center. Data security shall be provided as required by Exhibit K (Information Security and Privacy Requirements). Host Environment shall provide redundancy at all tiers of the environment, redundant clustered firewalls with redundant Internet connections, running industry standard secure inspection, and analysis software. There shall be no data loss due to environmental failures or catastrophic disk failures, except for un-replicated/un-committed transactions. Contractor shall utilize replication, shadowing, and snap-shot technologies between physical systems and Hosted Environment. In the event of a significant Contractor Primary Data Center failure, a failover to the Contractor Secondary Data Center shall be completed. A restoration to the primary environment shall occur at a mutually agreeable time between the Contractor and County.

Disaster Recovery

As part of Hosting Services and Support Services, Contractor shall also be responsible for Disaster Recovery Services and update of its formal Disaster Recovery/Business Continuity. See Exhibit A (Statement of Work and Attachments) and this Exhibit K.

Contractor or County may declare an event a Disaster. Upon occurrence of a Disaster, Contractor shall provide the services outlined in the Disaster Recovery/Business Continuity Plan. Contractor shall be subject to the following service level requirements as part of Disaster recovery, which shall be contained in and are incorporated into the Disaster Recovery/Business Continuity Plan agreed upon pursuant to Exhibit A (Statement of Work and Attachments) or as updated pursuant to this Contract.

1. Contractor shall have complete responsibility for restoration of the System.
2. In the event of a Disaster declaration, Contractor shall be required to maintain regular and consistent communication with County about the outage and steps taken to restore the System.

3. Contractor shall be required to make a declaration of a Disaster and invoke the Disaster Recovery/Business Continuity Plan within twelve (12) hours from the disruption of the Hosted Environment for Production Use or precipitating event.
4. Contractor shall restore the System to a point no greater than twenty-four (24) hours prior to the declaration of the Disaster by County or Contractor.
5. County shall be able to logon to the Disaster Recovery site within forty-eight (48) hours of the declaration of the Disaster by County or Contractor.
6. Contractor shall have a minimum 75% capacity within twenty-four (24) hours of the declaration of the Disaster by County or Contractor.
7. Contractor's failure to make a declaration of a Disaster within twelve (12) hours shall result in the incident deemed Unscheduled Downtime.

7. WARRANTIES

7.1 General Warranties

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

1. Contractor shall comply with the description and representations (including, but not limited to, Deliverable documentation, performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions, and requirements applicable to professional software design meeting industry standards) set forth in this Contract, including Exhibit A (Statement of Work and Attachments) and this Exhibit K.
2. All System components shall interface and be Compatible with each other; and the System components, when taken together, shall be capable of delivering all the functionality as set forth in this Contract.
3. All System components shall be Compatible with the Specified Hardware and Operating Software.
4. Unless specified otherwise herein, the System shall be free from all material Deficiencies.
5. The Support Services shall not degrade during the term of the Contract.
6. The System shall be fully Compatible with the rest of the System components and any enhancements or upgrades shall be backward compatible with the County's standard browser(s) and operating software version(s) operated on County workstations.

7.2 System Performance Requirements

Contractor represents, warrants, covenants and agrees that: (a) the System shall meet the System Availability requirements as further specified in this Exhibit K; (b) the System shall meet the Response Time requirements as further specified in this Exhibit when used in connection with the Specified Hardware and Specified Operating Software; and (c) Contractor and the System shall meet the Disaster Recovery requirements as further specified in this Exhibit K (collectively, the "System Performance Requirements"). All System Performance Deficiencies shall be deemed at a minimum Priority Level 2 for the purpose of the correction of Deficiencies and other County remedies to the extent that such System Performance Deficiencies meet the definition of a Priority Level 2 Deficiency.

System Performance Category	System Performance Requirement
System Availability	99.9%
Response Time Baseline	For each page of the System, an average Response Time of three (3) seconds, as measured from the Hosted Environment.
Disaster Recovery	Pursuant to the provisions and requirements of Exhibit K.

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

1. System Availability shall be calculated as follows:

$$\text{System Availability} = (\text{Total Monthly Time} - \text{Unscheduled Downtime}) \div \text{Total Monthly Time}$$
2. Contractor will not be responsible for performance within the Los Angeles network (LANET) or to the extent caused by County's acts or omissions.

7.3 **Response Time Monitoring**

Contractor shall implement and maintain a method to monitor Response Time from the Hosted Environment. In the event County reports any Response Time Deficiency in any month, Contractor shall measure the Response Time from the Hosted Environment for three (3) periods of Response Time measurement: Business Hours and Off-Business Hours. Response Time measurement shall be calculated using a simple average method for each of the three (3) periods of Response Time measurement as provided below. Contractor shall provide County a written report with respect to the month summarizing the results of Contractor's Response Time monitoring.

8. **REMEDIES**

8.1 **General**

Credits shall accrue for Unscheduled Downtime in accordance with the Service Credits set forth in Section 8.2 below, including Contractor's failure to meet the System Availability requirements and/or Response Time requirements (hereinafter "Service Credit(s)"). For purposes of assessing Service Credits and this Exhibit, "Unscheduled Downtime" shall mean the total amount of time during any calendar month, measured in minutes, during which the System has a Major Deficiency that is unresolved by Contractor, excluding Scheduled Downtime.

8.2 **Service Credits**

Without limiting any other rights and remedies available to County, either pursuant to this Contract, by law or in equity, County shall be entitled to Service Credits calculated based on the length of Unscheduled Downtime as provided below, subject to the Dispute Resolution Procedure.

Service Credits will not be assessed for Scheduled Downtime.

a. **Service Credits for Unscheduled Downtime:**

Length of Continuous Unscheduled Downtime	Service Credits
3.6 hours or more but less than 6 hours	10% of monthly invoice
6 hours or more but less than 12 hours	20% of monthly invoice
12 hours or more but less than 24 hours	40% of monthly invoice
24 hours or more	100% of monthly invoice

b. Service Credits for Resolution Goal Failures:

Failure Percentages	Service Credits
Failure to achieve a Resolution Goal for any Severity Level 1, 2 or 3 in each calendar month 99% of the time.	2% of monthly invoice
Failure to achieve a Resolution Goal for any Severity Level 1, 2 or 3 in each calendar month 95% of the time.	3% of monthly invoice
Failure to achieve a Resolution Goal for any Severity Level 1, 2 or 3 in each calendar month 92% of the time.	5% of monthly invoice

If a Deficiency results in both Unscheduled Downtime and Resolution Goal Failure in accordance with Section 8.2(a) and (b) above, then County will only receive the greater of the two (2) Service Credits, i.e., Service Credits will not be cumulative for the same Deficiency.

Service Credits shall be calculated separately for each applicable incident of a Deficiency and shall be added up to be assessed at the end of each month of Support Services. Service Credits, in any amounts, are not and shall not be construed as penalties and, when assessed, will be deducted from any amounts due to Contractor under the Contract or if at the expiration or termination of the Contract, paid by Contractor in cash.

8.3 Response Time Deficiencies

A Response Time Deficiency that fits the definition of a Major Deficiency as a Priority Level 1 or Priority Level 2 shall be deemed to cause Unscheduled Downtime and shall entitle County to assess Service Credits as provided in Section 8.2 (Service Credits) above. In addition, the System shall be deemed to be experiencing Unscheduled Downtime after thirty (30) days of any Response Time Deficiency unresolved by Contractor, entitling County to assess Service Credits in accordance with Section 8.2 above. Contractor shall keep County informed of the progress of the Response Time problem with the objective of providing a solution as quickly as possible.

9. WITHHOLDING OF SERVICES

Contractor warrants that during the term of the Contract it will not withhold Services provided hereunder, for any reason, including but not limited to a dispute between the parties arising under this Contract.

EXHIBIT L
CALIFORNIA DCSS CONFIDENTIALITY AND INFORMATION
PRIVACY AND SECURITY REQUIREMENTS

This Confidentiality and Information Privacy and Security Requirements Exhibit (hereinafter referred to as “this Exhibit”) sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal, confidential, and sensitive information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted, or used by Contractor for or on behalf of the <<COUNTY>> Local Child Support Agency (hereinafter “LCSA”), pursuant to Contractor’s Agreement with LCSA. (Such personal, confidential, and sensitive information is referred to herein as “LCSA PCSI”.) LCSA and Contractor desire to protect the privacy and provide for the security of LCSA PCSI pursuant to this Exhibit and in compliance with state and federal laws applicable to the LCSA PCSI.

- I. Order of Precedence: With respect to information privacy and security requirements for all LCSA PCSI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the Agreement between Contractor and LCSA, including Exhibit A (Statement of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.
- II. Effect On Lower Tier Transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to LCSA PCSI disclosed to Contractor, or collected, created, maintained, stored, transmitted, or used by Contractor for or on behalf of LCSA, pursuant to Contractor’s Agreement with LCSA. When applicable, Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.
- III. Definitions: For purposes of this Agreement between Contractor and LCSA, including this Exhibit, the following definitions shall apply:
 - A. Breach: “Breach” means, including but not limited to:
 1. the unauthorized acquisition, access, use, or disclosure of LCSA PCSI in a manner which compromises the security, confidentiality, or integrity of the information; or
 2. the same as the definition of “breach of the security of the system” set forth in California Civil Code section 1798.29, subdivision(f).
 - B. Confidential Information: “Confidential information” means that:

1. does not meet the definition of “public records” set forth in California Government Code section 6252, subdivision (e), or is exempt from disclosure under any of the provisions of Section 7920.000, et seq. of the California Government Code or any other applicable state or federal laws; or
 2. is contained in documents, files, folders, books, or records that are clearly labeled, marked, or designated with the word “confidential” by LCSA.
- C. Disclosure: “Disclosure” means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.
- D. PCSI: “PCSI” means “personal information,” “confidential information,” and “sensitive information” (as these terms are defined herein).
- E. Personal Information: “Personal information” means information, in any medium (including but not limited to paper, electronic, oral) that:
1. directly or indirectly collectively identifies or uniquely describes an individual; or
 2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or
 3. meets the definition of “personal information” set forth in California Civil Code section 1798.3, subdivision (a) or
 4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or
 5. meets the definition of “medical information” set forth in either California Civil Code section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision (j); or
 6. meets the definition of “health insurance information” set forth in California Civil Code section 1798.29, subdivision (h)(3); or
 7. is protected from disclosure under applicable state or federal law.
- F. Security Incident: “Security Incident” means:
1. a suspected breach; or
 2. the suspected or successful unauthorized access, disclosure, modification, or destruction of LCSA PCSI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and LCSA, including this Exhibit; or

3. the suspected or successful modification or destruction of, or interference with, Contractor's system operations in an information technology system, that negatively impacts the confidentiality, availability, or integrity of LCSA PCSI; or
4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission involving LCSA PCSI. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.

G. Federal Tax Information: "Federal Tax Information" means information in any medium (paper, electronic, oral) that:

1. consists of federal tax returns and return information (and information derived from it) that is in the agency's possession or control which is covered by the confidentiality protections of the Internal Revenue Code (IRC) and subject to the IRC 6103(p)(4) safeguarding requirements including Internal Revenue Service (IRS) oversight;
2. is categorized as Sensitive But Unclassified information and may contain personally identifiable information;
3. includes return or return information received directly from the IRS or obtained through an authorized secondary source, such as Social Security Administration, Federal Office of Child Support Enforcement, Bureau of the Fiscal Service, or Centers for Medicare and Medicaid Services, or another entity acting on behalf of the IRS pursuant to an IRC 6103(p)(2)(B) Agreement; and
4. includes any information created by the recipient that is derived from federal return or return information received from the IRS or obtained through a secondary source.

H. Sensitive Information: "Sensitive Information" is information maintained by the LCSA, which is not confidential by definition, but requires special precautions to protect it from unauthorized access and/or modification (i.e., financial or operational information). Sensitive information may be either public or confidential. Sensitive information is that information, for which disclosure would jeopardize the integrity of LCSA.

I. Use: "Use" means the sharing, employment, application, utilization, examination, or analysis of information.

- IV. Disclosure Restrictions: Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any LCSA PCSI. Contractor shall not disclose, except as otherwise specifically permitted by the Agreement between Contractor and LCSA (including this Exhibit), any LCSA PCSI to anyone other than LCSA personnel or programs without prior written authorization from the LCSA Contract Manager/Administrator, except if disclosure is required by state or federal law.
- V. Use Restrictions: Contractor and its employees, agents, and subcontractors shall not use any LCSA PCSI for any purpose other than performing Contractor's obligations under its Agreement with LCSA.
- VI. Safeguards: Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of LCSA PCSI, including electronic or computerized LCSA PCSI. Contractor safeguards shall comply with guidelines and requirements contained in the IRS Publication 1075 at each location where LCSA PCSI exists under Contractor's control. Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical, and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities in performing its Agreement with LCSA, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Upon request, Contractor shall provide or allow LCSA to view current and updated policies.
- VII. Security: Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing LCSA PCSI. Policies, practices, and controls implemented by Contractor must meet the guidelines and requirements contained in the IRS Publication 1075. These steps shall include, at a minimum, complying with all the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.
- VIII. Security Officer: At each place where LCSA PCSI is located, Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with LCSA on matters concerning this Exhibit.
- IX. Training: Contractor and its employees, agents or subcontractors who are onboarded to work within LCSA network will receive security awareness training within LCSA; otherwise, Contractor shall provide, at a minimum, annual training on its obligations under this Exhibit, at its own expense, to all of its workforce members who assist in the performance of Contractor's obligations under Contractor's Agreement with LCSA, including this Exhibit, or otherwise use or disclose LCSA PCSI. Workforce members shall not begin work or have access to LCSA information until they have completed this training.

- A. Contractor shall require each workforce member who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.
 - B. Contractor shall retain each workforce member's certifications for LCSA inspection for a period of five years following contract termination or completion.
 - C. Contractor shall provide LCSA with its workforce member's certifications within five business days of a request by LCSA for the workforce member's certifications.
- X. Employee and Workforce Member Discipline: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.
- XI. Breach and Security Incident Responsibilities:
- A. Notification to LCSA of Breach or Security Incident: Contractor shall notify LCSA **immediately by telephone call plus email or fax** upon the discovery of a breach (as defined in this Exhibit), **and** within **24 hours by email or fax** of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to LCSA immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the LCSA Contract Manager/Administrator and the LCSA Chief Information Security Officer, using the contact information listed in Section XI(F), below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves LCSA PCSI in electronic or computerized form, notification to LCSA shall be provided by calling the LCSA Information Security Office at the telephone numbers listed in Section XI(F), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first day on which such breach or security incident is known to Contractor, or, by exercising reasonable diligence would have been known to Contractor. Contractor shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is a workforce member of Contractor.

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and

2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29. (California Civil Code 1798.29, subdivision (e), California Civil Code 1798.82, subdivision (f), and State Administrative Manual (SAM) section 5340, Incident Management.)
- B. Investigation of Breach and Security Incidents: Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the LCSA Contract Manager/Administrator and the LCSA Chief Information Security Officer of:
1. what data elements were involved, and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and
 2. a description of the unauthorized persons known or reasonably believed to have improperly used the LCSA PCSI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the LCSA PCSI, or to whom it is known or reasonably believed to have had the LCSA PCSI improperly disclosed to them; and
 3. a description of where the LCSA PCSI is believed to have been improperly used or disclosed; and
 4. a description of the probable and proximate causes of the breach or security incident; and
 5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.
- C. Written Report: Contractor shall provide a written report of the investigation to the LCSA Contract Manager/Administrator and the LCSA Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.
- D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the LCSA PCSI, Contractor shall, at its sole expense, and at the sole election of LCSA, either:

1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Contractor shall inform the LCSA Chief Information Security Officer of the time, manner, and content of any such notifications, prior to the transmission of such notifications to the individuals; or
 2. cooperate with and assist LCSA in its notification (including substitute notification) to the individuals affected by the breach.
- E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether Contractor is considered only a custodian and/or non-owner of the LCSA PCSI, Contractor shall, at its sole expense, and at the sole election of LCSA, either:
1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content and timeliness provisions of Section 1798.29, subdivision (e). Contractor shall inform the LCSA Chief Information Security Officer of the time, manner, and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
 2. cooperate with and assist LCSA in its submission of a sample copy of the notification to the Attorney General.
- F. LCSA Contact Information: To direct communications to the above referenced LCSA staff, Contractor shall initiate contact as indicated herein. LCSA reserves the right to make changes to the contact information below by written notice to Contractor. Said changes shall not require an amendment to this Exhibit or the Agreement to which it is incorporated.

LCSA Contract Manager/Administrator	LCSA Chief Information Security Officer
Refer to the Scope of Work	Chief Information Security Officer Information Security Office <<County>> Local Child Support Agency Address 1 Address 2 Email: Telephone:

- XII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to LCSA or (at the direction of LCSA) to an individual such disclosures of LCSA PCSI, and information related to such disclosures, necessary to respond to a proper request by the subject individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.
- XIII. Requests for LCSA PCSI by Third Parties: Contractor and its employees, agents, or subcontractors shall promptly transmit to the LCSA Contract Manager/Administrator all requests for disclosure of any LCSA PCSI requested by third parties to the Agreement between Contractor and LCSA (except from an individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.
- XIV. Notification of Requests by Other Entities of LCSA PCSI: If Contractor and its employees, agents, or subcontractors receive a subpoena, warrant, other legal order, demand, or Public Records Act Request (collectively, a "Request"), seeking LCSA PCSI, it will promptly notify LCSA and provide a copy of the Request along with copies of Records or data in its possession that it believes are responsive to the Request. In the event of a Request, the parties agree to consult and cooperate with each other in their respective responses, as appropriate.
- XV. Audits, Inspection, and Enforcement: LCSA may inspect the facilities, systems, books, and records of Contractor to monitor compliance with this Exhibit. Contractor will allow audits or inspections by individuals authorized by the LCSA ISO at Contractor premises during regular business hours, with 24-hour notice for purposes of determining compliance with the terms of this Agreement. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the LCSA Contract Manager/Administrator in writing.
- XVI. Return or Destruction of LCSA PCSI on Expiration or Termination: Upon expiration or termination of the Agreement between Contractor and LCSA for any reason, Contractor shall securely return or destroy the LCSA PCSI within 15 days of the expiration or termination of the Agreement. If return or destruction is not feasible, Contractor shall provide a written explanation within 15 days to the LCSA Contract Manager/Administrator and the LCSA Chief Information Security Officer, using the contact information listed in Section XI(F), above.
- A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, LCSA PCSI for the time specified as necessary to comply with the law.
- B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor returns or destroys the LCSA PCSI or returns the LCSA PCSI to LCSA; provided however, that on expiration or

termination of the Agreement between Contractor and LCSA, Contractor shall not further use or disclose the LCSA PCSI except as required by state or federal law.

C. Notification of Election to Destroy LCSA PCSI: If Contractor destroys the LCSA PCSI, Contractor shall certify in writing, to the LCSA Contract Manager/Administrator and the LCSA Chief Information Security Officer, using the contact information listed in Section XI(F), above, that the LCSA PCSI has been securely destroyed. The notice shall include the date and type of destruction method used.

- XVII. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolve, and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new security standards as they become published and implement requirements imposed by regulations and other applicable laws relating to the security or privacy of LCSA PCSI.
- XVIII. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, workforce employees or agents assisting Contractor in the performance of its obligations under the Agreement between Contractor and LCSA, available to LCSA at no cost to LCSA to testify as witnesses, in the event of litigation or administrative proceedings being commenced against LCSA, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by Contractor, except where Contractor or its subcontractor, workforce employee or agent is a named adverse party.
- XIX. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than LCSA or Contractor and their respective successors or assignees, any rights, remedies, obligations, or liabilities whatsoever.
- XX. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.
- XXI. Survival: If Contractor does not return or destroy the LCSA PCSI upon the completion or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII and XII of this Exhibit shall survive the completion or termination of the Agreement between Contractor and LCSA.

ATTACHMENT 1 CONTRACTOR DATA SECURITY STANDARDS

1. General Security Controls

- A. **Confidentiality Statement.** Contractor Project Representative and Information Security Officer must sign a confidentiality statement (Attachment 2 to this Exhibit). All persons that will be working with LCSA PCSI must sign a Confidentiality Statement (See example in Attachment 3 to this Exhibit). The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member **prior** to access to LCSA PCSI. The statement must be renewed annually. Contractor shall retain each person's confidentiality statement for LCSA inspection for a period of three years following contract termination.
- B. **Workstation/Laptop Encryption.** All workstations, laptops, and devices (including smart phones) that process and/or store LCSA PCSI must be encrypted, at a minimum, using a FIPS 140-3 certified algorithm or successor standards, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk.
- C. **Server Security.** All servers containing LCSA PCSI must be encrypted, at a minimum, using a FIPS 140-3 certified algorithm or successor standards, such as Advanced Encryption Standard (AES), with a 128bit key or higher; and have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- D. **Minimum Necessary.** Only the minimum necessary amount of LCSA PCSI required to perform necessary business functions may be copied, downloaded, or exported.
- E. **Removable Media Devices.** All electronic files that contain LCSA PCSI data must be encrypted when stored on any removable media or portable device (i.e., USB thumb drives, floppies, CD/DVD, smart devices tapes, etc.). PCSI must be encrypted, at a minimum, using a FIPS 140-3 certified algorithm or successor standards, such as Advanced Encryption Standard (AES), with a 128bit key or higher
- F. **Antivirus Software.** All workstations, laptops, and other systems that process and/or store LCSA PCSI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- G. **Patch Management.** All workstations, laptops, and other systems that process and/or store LCSA PCSI must have operating system and application security patches applied, with system reboot if necessary. There must be a documented

patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a minimum, emergency (vulnerability and active exploit) patches must be applied immediately, while critical (vulnerability and no exploit known) patches must be applied within 30 days. At a maximum, all other applicable patches must be installed within 90 days of vendor release.

H. **User IDs and Password Controls.** All users must be issued a unique username. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared; must not be stored in readable format on the computer; must be changed every 60 days for privileged accounts or 90 days for non-privileged accounts; and must be changed if revealed or compromised.

1) Enforce a minimum password complexity of:

- Fifteen characters
- At least one numeric and at least one special character
- A mixture of at least one uppercase and at least one lowercase letter

2) Enforce password minimum lifetime restriction of one day.

3) Prohibit password reuse for 24 generations.

4) Allow the use of a temporary password for system logon requiring an immediate change to a permanent password.

5) Enforce password-protect system initialization (boot settings).

I. **Data Sanitization.** All LCSA PCSI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the LCSA PCSI is no longer needed.

J. **Unique Identification.** Contractor's network security architecture must be able to uniquely identify all access to LCSA PCSI obtained and used in the performance of this Agreement.

K. **Secure Areas.** Computer monitors, printers, hard copy printouts, or any other forms of information accessed or obtained under the performance of this Agreement must be placed so that they may not be viewed by the public or other unauthorized persons as described in the Agreement.

2. System Security Controls

A. **System Timeout.** The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 15 minutes of inactivity.

- B. **Warning Banners.** All systems containing LCSA PCSI must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.
- C. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for LCSA PCSI, or which alters LCSA PCSI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. This logging must be included for all user privilege levels including, but not limited to, systems administrators. If LCSA PCSI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least three years after occurrence, seven years for systems storing or transmitting FTI.
- D. **Access Controls.** The system must use role-based access controls for all user authentications, enforcing the principle of least privilege.
- E. **Transmission encryption.** All data transmissions of LCSA PCSI outside Contractor's secure internal network must be encrypted using a FIPS 140-3 certified algorithm or successor standards, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end-to-end at the network level, or the data files containing LCSA PCSI can be encrypted. This requirement pertains to any type of LCSA PCSI in motion such as website access, file transfer, and email.
- F. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting LCSA PCSI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. Audit Controls

- A. **System Security Review.** All systems processing and/or storing LCSA PCSI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.
- B. **Log Reviews.** All systems processing and/or storing LCSA PCSI must have a routine procedure in place to review system logs for unauthorized access.
- C. **Change Control.** All systems processing and/or storing LCSA PCSI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity, and availability of data.

4. Business Continuity / Disaster Recovery Controls

- A. **Disaster Recovery.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic LCSA PCSI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.
- B. **Data Backup Plan.** Contractor must have established documented procedures to securely backup LCSA PCSI to maintain retrievable exact copies of LCSA PCSI. The backups shall be encrypted. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore LCSA PCSI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of LCSA data.

5. Paper Document Controls

- A. **Supervision of Data.** LCSA PCSI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk, or office. Unattended means that information is not being observed by an employee authorized to access the information. LCSA PCSI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. **Escorting Visitors.** Visitors to areas where LCSA PCSI is contained shall be escorted and LCSA PCSI shall be kept out of sight while visitors are in the area.
- C. **Confidential Destruction.** LCSA PCSI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization or successor standards when the LCSA PCSI is no longer needed.
- D. **Removal of Data.** LCSA PCSI must not be removed from the premises of the Contractor except with express written permission of LCSA.
- E. **Faxing.** Faxes containing LCSA PCSI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.
- F. **Mailing.** LCSA PCSI shall only be mailed using secure methods. Large volume mailings of LCSA PCSI shall be by a secure, bonded courier with a signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a LCSA approved solution.

ATTACHMENT 2**<<COUNTY>> LOCAL CHILD SUPPORT AGENCY****CONFIDENTIALITY AND SECURITY COMPLIANCE STATEMENT**

Information resources maintained by the <<COUNTY>> Local Child Support Agency (LCSA) and provided to Contractor may contain personal, confidential and/or sensitive information (PCSI) that is not open to the public and requires special precautions to protect it from wrongful access, use, disclosure, modification, and destruction.

We hereby acknowledge that the PCSI of LCSA is subject to strict confidentiality and security requirements imposed by state and federal law, which may include, but are not limited to the Information Practices Act – California Civil Code §1798 et seq., Public Records Act – California Government Code §7920.000 et seq., California Penal Code §502, 11140-11144, Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) – 45 CFR Parts 160 and 164, the California Welfare and Institutions Code §10850, Safeguarding Information for the Financial Assistance Programs – 45 CFR Part 205.50, Safeguarding and Disclosure of Confidential Information – 45 CFR Part 303.21, Title 26 United States Code sections 7213(a), 7213A, and 7431, California Family Code §17212, California Unemployment Insurance Code §1094, §2111 and §2122, and California Revenue and Taxation Code §7056 and §19542. Contractor agrees to comply with the laws applicable to the LCSA PCSI received.

This Confidentiality and Security Compliance Statement must be signed and returned with the Agreement and must be signed and renewed on an annual basis.

Contractor Project Representative

Name (Printed): _____

Title: _____

Business Name: _____

Email Address: _____

Phone: _____

Signature: _____

Date Signed: _____

Contractor Information Security Officer (or authorized official responsible for business' information security program)

Name (Printed): _____

Title: _____

Business Name: _____

Email Address: _____

Phone: _____

Signature: _____

Date Signed: _____

CONFIDENTIALITY STATEMENT**ATTACHMENT 3**

DCSS 0593 (01/17/18)

The Department of Child Support Services (DCSS) is responsible for securing Child Support information. DCSS takes this responsibility seriously. The information below describes serious consequences you are subject to in the event that you unlawfully access or disclose Child Support information. Child Support information includes data that is obtained from numerous organizations including, but not limited to: the Internal Revenue Service, the California Franchise Tax Board, the California Employment Development Department, and the California State Board of Equalization. This information is confidential. Child Support information also includes DCSS plans, processes, procedures, memoranda, correspondence, research documents, and statistical analysis concerning the DCSS Child Support Program. This information may be confidential. Confidential information in any form (e.g. paper, CDs, DVDs, computer drives, mobile computing devices, etc.) is not public and requires special precautions to protect it from wrongful access, use, disclosure, modification, and destruction. DCSS strictly enforces information security. If you violate DCSS confidentiality policies, you may be subject to administrative, civil, and or criminal action.

You may only access confidential information if you have a specific Child Support business need for that information. You may only disclose confidential information to other individuals that have a specific Child Support business need for that information. If you access confidential information without a Child Support business need or if you disclose confidential information to another person that does not have a Child Support business need, you may be subject to discipline by your department, termination of your or your employer's contract, criminal fines, or imprisonment.

- Fines for confidentiality violations range from \$1,000 to \$20,000.
- Imprisonment for confidentiality violations ranges from 1 year to 5 years.
- In addition, you may be liable for damages to persons injured by your confidentiality violation.

By your signature and initials below, you acknowledge that confidential Child Support information is subject to strict confidentiality requirements imposed by state and federal law including, but not limited to: Title 26 United States Code sections 7213(a), 7213A, and 7431; Code of Federal Regulations, 45CFR303.21; California Penal Code section 502; California Family Code section 17212; California Unemployment Insurance Code sections 1094, 2111, and 2122; California Revenue and Taxation Code sections 7056, 7056.5, 19542, and 19542.1.

READ AND INITIAL EACH OF THE STATEMENTS PRINTED BELOW

_____ I acknowledge that operating any computer providing access to Child Support information constitutes consent to monitoring of all system activity. Evidence of unauthorized use collected during monitoring may be used for adverse or criminal action. Logging on to any system providing access to Child Support information indicates acceptance of the DCSS Information Security Policy.

_____ I acknowledge responsibility for knowing the classification of Child Support information. If I do not know the classification of specific information, I will seek classification information from my supervisor.

_____ I acknowledge that wrongful access, use, modification, or disclosure of confidential information may be punishable as a crime and/or result in disciplinary and/or civil action taken against me.

_____ I acknowledge that wrongful access, inspection, use, or disclosure of confidential information for personal gain, curiosity, or any non-business-related reason is a crime under state and federal laws.

_____ I acknowledge that wrongful access, use, modification, or disclosure of confidential information is grounds for immediate termination of my organization's Child Support related contract.

_____ I hereby agree to protect Child Support information in any form, (e.g., paper, CDs, DVDs, computer drives, mobile computing devices, etc.) by:

- Accessing Child Support information only as needed to perform my Child Support business duties.
- Never accessing information for curiosity or personal reasons.
- Never showing confidential information to or discussion confidential information with anyone who does not have the need to know.
- Storing confidential information only in approved locations.
- Never removing sensitive or confidential information from the work site without authorization.

_____ I agree that I will not disclose my password(s) that provide me access to Child Support systems to any other person.

_____ I agree that I will not duplicate or download confidential Child Support information unless I am authorized to do so.

I certify that I have read and initialed the confidentiality statements printed above.

PRINT FULL NAME

SIGNATURE

PRINT EMPLOYER'S FULL NAME

DATE

**EXHIBIT L.1
INTERNAL REVENUE SERVICE (IRS)
REQUIRED CONTRACT LANGUAGE**

The source of this IRS required contract language is: IRS Publication 1075 "Tax Information Security Guidelines for Federal, State and Local Agencies and Entities" – Exhibit 7 (November 2021).

Note: For the purpose of this section, the "Contractor" is the state agency or entity receiving the Federal Tax Information and "agency" is <<COUNTY>> Local Child Support Agency. The IRS requires this contract language to be included in any contracts for processing, handling, storing, destructing, or transmitting Federal Tax Information.

I. PERFORMANCE

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by officers or employees with the following requirements:

- (1) All work will be performed under the supervision of the contractor.
- (2) The Contractor and Contractor's officers or employees to be authorized access to FTI must meet background check requirements defined in IRS Publication 1075. The Contractor will maintain a list of officers or employees authorized access to FTI. Such list will be provided to the agency and, upon request, to the IRS.
- (3) FTI in hardcopy or electronic format shall be used only for the purpose of carrying out the provisions of this contract. FTI in any format shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection or disclosure of FTI to anyone other than the Contractor or the Contractor's officers or employees authorized is prohibited.
- (4) FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, any related output and products require the same level of protection as required for the source material.
- (5) The Contractor will certify that FTI processed during the performance of this contract will be completely purged from all physical and electronic data storage with no output to be retained by the Contractor at the time the work is completed. If immediate purging of physical and electronic data storage is not possible, the Contractor will certify that any FTI in physical or electronic storage will remain safeguarded to prevent unauthorized disclosures.

(6) Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to the agency. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the agency with a statement containing the date of destruction, description of material destroyed, and the destruction method.

(7) All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.

(8) No work involving FTI furnished under this contract will be subcontracted without the prior written approval of the IRS.

(9) Contractor will ensure that the terms of FTI safeguards described herein are included, without modification, in any approved subcontract for work involving FTI.

(10) To the extent the terms, provisions, duties, requirements, and obligations of this contract apply to performing services with FTI, the Contractor shall assume toward the subcontractor all obligations, duties and responsibilities that the agency under this contract assumes toward the Contractor, and the subcontractor shall assume toward the Contractor all the same obligations, duties and responsibilities which the Contractor assumes toward the agency under this contract.

(11) In addition to the subcontractor's obligations and duties under an approved subcontract, the terms and conditions of this contract apply to the subcontractor, and the subcontractor is bound and obligated to the Contractor hereunder by the same terms and conditions by which the Contractor is bound and obligated to the agency under this contract.

(12) For purposes of this contract, the term "Contractor" includes any officer or employee of the Contractor with access to or who uses FTI, and the term "subcontractor" includes any officer or employee of the subcontractor with access to or who uses FTI.

(13) The agency will have the right to void the contract if the Contractor fails to meet the terms of FTI safeguards described herein.

II. CRIMINAL/CIVIL SANCTIONS

(1) Each officer or employee of a Contractor to whom FTI is or may be disclosed shall be notified in writing that FTI disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of

any FTI for a purpose not authorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution.

(2) Each officer or employee of a Contractor to whom FTI is or may be accessible shall be notified in writing that FTI accessible to such officer or employee may be accessed only for a purpose and to the extent authorized herein, and that access/inspection of FTI without an official need-to-know for a purpose not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution.

(3) Each officer or employee of a Contractor to whom FTI is or may be disclosed shall be notified in writing that any such unauthorized access, inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized access, inspection, or disclosure, plus in the case of a willful unauthorized access, inspection, or disclosure or an unauthorized access/inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC sections 7213, 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1. (3) Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a Contractor access to FTI must be preceded by certifying that each officer or employee understands the agency's security policy and procedures for safeguarding FTI. A Contractor and each officer or employee must maintain their authorization to access FTI through annual recertification of their understanding of the agency's security policy and procedures for safeguarding FTI. The initial certification and recertifications must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, a Contractor and each officer or employee must be advised of the provisions of IRC sections 7213, 7213A, and 7431 (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training on the agency's security policy and procedures provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting

unauthorized disclosures and data breaches. (See Section 10) For the initial certification and the annual recertifications, the Contractor and each officer or employee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements. 203

III. INSPECTION

The IRS and the agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the Contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. Based on the inspection, corrective actions may be required in cases where the Contractor is found to be noncompliant with FTI safeguard requirements.

EXHIBIT L.2
INTERNAL REVENUE SERVICE (IRS) INADVERTENT ACCESS

Note: The following contract language is for inclusion in service Agreements with contractors with inadvertent or incidental access to Federal Tax Information (FTI), i.e., guards, janitors, process server, or similar.

For the purpose of this section, the “Contractor” is the state agency or entity receiving the Federal Tax Information and “agency” is the <<COUNTY>> Local Child Support Agency. The IRS requires this contract language to be included in any contracts for processing, handling, storing, destructing, or transmitting Federal Tax Information.

In performance of this contract, the Contractor will not be given access to FTI. However, inadvertent or incidental access to FTI may occur. It is incumbent upon the Contractor to inform its officers and employees of the provisions of IRC Sections 7213 and 7213A Unauthorized Disclosure of Information and IRC Section 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information. Willful unauthorized disclosure of returns and return information is a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Willful unauthorized disclosure of returns and return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are set forth at 26 CFR 301.6103(n)-l.

Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(l), which is made applicable to contractors by 5 U.S.C. 552a(m)(l), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

Timely notification of an unauthorized disclosure of FTI is the most important factor. The Contractor will immediately, but no later than 24 hours, contact the agency upon identification of a possible issue involving FTI. The Contractor should not wait to conduct an internal investigation to determine if FTI was involved.

September 02, 2025

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF CHIEF EXECUTIVE OFFICER

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFORE
FY 2025-26
4 - VOTES

SOURCES		USES	
INFORMATION TECHNOLOGY INFRASTRUCTURE FUND B16-AO-2000-40033 SERVICES & SUPPLIES DECREASE APPROPRIATION	281,000	INFORMATION TECHNOLOGY INFRASTRUCTURE FUND B16-AO-6100-40033 OTHER FINANCING USES INCREASE APPROPRIATION	281,000
CHILD SUPPORT SERVICES A01-CD-96-9911-14280 OPERATING TRANSFERS IN INCREASE REVENUE	281,000	CHILD SUPPORT SERVICES A01-CD-2000-14280 SERVICES & SUPPLIES INCREASE APPROPRIATION	825,000
CHILD SUPPORT SERVICES A01-CD-90-9071-14280 FEDERAL - CHILD SUPPORT SERVICES INCREASE REVENUE	544,000		
SOURCES TOTAL	\$ 1,106,000	USES TOTAL	\$ 1,106,000

JUSTIFICATION

Reflects an appropriation adjustment in the Information Technology Infrastructure Fund to reallocate \$281,000 from Services and Supplies to Other Financing Uses for a project total of \$825,000 and increase the Child Support Services Department's Services and Supplies appropriation and revenue in the amount of \$825,000 for the implementation of an e-filing platform with GreenCourt Legal Technologies, LLC (GreenCourt).

William Leung Digitally signed by William Leung
Date: 2025.07.31 15:03:59 -07'00'

AUTHORIZED SIGNATURE

WILLIAM LEUNG, PRINCIPAL ANALYST CEO

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

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR---

☐

ACTION

☒

RECOMMENDATION

AUDITOR-CONTROLLER

BY

B.A. NO. 012

DATE

8/1/25

☒

APPROVED AS REQUESTED

☐

APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY

DATE 8/1/25

STATE/SUPPLEMENTAL BUDGET REQUEST ADJUSTMENT
FY 2025-26

9/2/2025

Cluster

CHILDREN AND FAMILIES WELL BEING

Type of Change

BUDGET ADJUSTMENT

Department Impacted

CHILD SUPPORT SERVICES

Program Impacted

CHILD SUPPORT ENFORCEMENT

Funding Type

ONE-TIME

Type of Adjustment

REVENUE OFFSET FUNDING

Change in Budgeted Positions

0

Votes

4

Justification

Reflects an appropriation adjustment in the Information Technology Infrastructure Fund to reallocate \$281,000 from Services and Supplies to Other Financing Uses, additionally increase the federal match revenue by \$544,000 for a project total of \$825,000. Increase the Child Support Services Department's Services and Supplies appropriation and revenue in the amount of \$825,000 for the implementation of an e-filing platform with GreenCourt Legal Technologies, LLC (GreenCourt).

Sources (Increase Revenue / Decrease Appropriation)								
FUND	DEPT	LVL1	LVL2	DESCRIPTION	CAT	OBJ	DESCRIPTION	AMOUNT
B16	AO	40033		INFORMATION TECHNOLOGY INFRASTRUC		2000	SERVICES & SUPPLIES	281,000
A01	CD	14280		CHILD SUPPORT SERVICES	96	9911	OPERATING TRANSFERS IN	281,000
A01	CD	14280		CHILD SUPPORT SERVICES	90	9071	FEDERAL - CHILD SUPPORT SERVICES	544,000
								1,106,000
Uses (Increase Appropriation / Decrease Revenue)								
FUND	DEPT	LVL1	LVL2	DESCRIPTION	CAT	OBJ	DESCRIPTION	AMOUNT
B16	AO	40033		INFORMATION TECHNOLOGY INFRASTRUC		6100	OTHER FINANCING USES	281,000
A01	CD	14280		CHILD SUPPORT SERVICES		2000	SERVICES & SUPPLIES	825,000
								1,106,000
Appropriation								825,000
Intrafund Transfers								-
Revenue								825,000
Net County Cost								-

Explanation of change

Reflects an appropriation adjustment in the Information Technology Infrastructure Fund to reallocate \$281,000 from Services and Supplies to Other Financing Uses, additionally increase the federal match revenue by \$544,000 for a project total of \$825,000. Increase the Child Support Services Department's Services and Supplies appropriation and revenue in the amount of \$825,000 for the implementation of an e-filing platform with GreenCourt Legal Technologies, LLC (GreenCourt).

Manager, CEO Approval

SOLE SOURCE CHECKLIST

Department Name: Child Support Services



New Sole Source Contract



Sole Source Amendment to Existing Contract

Date Existing Contract First Approved: _____

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS Identify applicable justification and provide documentation for each checked item.
☐	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i>
☒	➤ Compliance with applicable statutory and/or regulatory provisions.
☐	➤ Compliance with State and/or federal programmatic requirements.
☐	➤ Services provided by other public or County-related entities.
☒	➤ Services are needed to address an emergent or related time-sensitive need.
☐	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
☐	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
☐	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
☐	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
☐	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
☐	➤ It is in the best economic interest of the County (e.g., significant costs and time to replace an existing system or infrastructure, administrative cost and time savings and excessive learning curve for a new service provider, etc.). In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

Chief Executive Office

Date

Sole Source Justification

GreenCourt Legal Technologies, LLC for GovLink System and Services

Term:

Implementation and Support \$825,000 (9/2/2025 to 6/30/2026) and

Support and Maintenance \$745,000 (7/1/2026 to 6/30/2027)

Plus five 1-year options to renew

1. What is being requested?

Approval to enter a Sole Source contract with GovLink, a SaaS solution and Electronic Filing Service Provider (EFSP).

This is necessary to meet the Los Angeles Superior Court's (LASC) mandate that the Los Angeles County Child Support Department (CSSD) e-file 100% of their court documents starting 10/5/2025. Code of Civil Procedure §1010.6 (g) allows the trial court, by local rule, to require electronic filing in civil actions.

GovLink is an approved EFSP with the Los Angeles Superior Court, allowing CSSD to meet the court's requirement that all documents be electronically filed by 10/5/2025. Additionally, GovLink's product is tailored to CSSD's needs and contains services beyond the ordinary e-filing provider. GovLink will modernize CSSD's work by providing flexible electronic editing and signature capabilities, creating dashboards and reports to identify opportunities for process improvement, and providing a document workflow management system to streamline document creation and review and approval processes.

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

CSSD presently uses the State's Child Support Enforcement System (CSE) to e-file documents. CSE not only lacks the ability to e-file **all** legal documents (as will be required by the LASC) but often requires manual workarounds as a pre-cursor to electronic filing. CSE is inflexible in document creation and is without an electronic document workflow process. Indeed, as a workaround, documents must sometimes be printed and passed around from desk-to-desk for review and wet signature. Only after that can the document be uploaded for e-filing. There is also no mechanism for tracking documents before they are e-filed and CSE's one e-filing report does not provide sufficient data for process improvement.

As mentioned above, GovLink offers a solution to all these problems.

3. Is this brand of product the only one that meets the user's requirements?

While there are many EFSP providers, none currently tailors its services to the Title IV-D child support program as described above. The State of Georgia and South Dakota have acquired GovLink for its child support program. The child support agencies for Kings County and Alameda have entered into sole source contracts for GovLink.

4. Have other products or vendor been considered?

In January of 2025, a review was done for the 134 EFSP (approved by the LASC) for these CSSD service requirements:

- Ability to e-file documents with the LASC
- Document generation capability
- Document editing capability
- Document signature capability
- Internal document workflow
- Robust reporting and notification capability.

A review of the 134 EFSP's websites showed that all were able to e-file, but few were able to meet any of the other requirements. Only one provider seemed to check off several requirements, but a telephone call confirmed that their system did not allow for editing or a workflow process. Only GovLink could meet CSSD's requirements.

5. Will purchase of this product avoid other costs?

CSSD would have to use multiple systems to accomplish what it can in one system, GovLink. For example, CSSD would have to purchase licenses (such as Adobe Acrobat) to allow its over 1,000 users to edit and sign documents prior to e-filing. It would also have to purchase a service that could be built and tailored to CSSD's requirement for an electronic workflow, complete with alerts and reports. Most importantly, that service would also have to be EFSP approved by the LASC. GovLink is the only service provider that CSSD could find to possess all these capabilities. CSSD estimates that it would save 1000 hours per week on document processing.

6. Is this product proprietary or available from other dealers?

As discussed above, this product is not available from other dealers.

7. Reasonableness of price. Does County obtain a percentage discount or a special discount not available to the private sector?

The County does not obtain a percentage discount or special discount. GovLink is specifically tailored to governmental agencies and is not used by the private sector.

8. What is the dollar value of the existing equipment?

Non-Applicable. Since GovLink is a SaaS solution, no equipment is necessary for purchase outside equipment already being used by CSSD.

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	8/13/2025	
BOARD MEETING DATE	9/2/2025	
SUPERVISORIAL DISTRICT AFFECTED	☒ All ☐ 1 st ☐ 2 nd ☐ 3 rd ☐ 4 th ☐ 5 th	
DEPARTMENT(S)	Auditor-Controller	
SUBJECT	Request to Approve Fiscal Year 2025-26 Tax Rate Resolution	
PROGRAM	N/A	
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	County Code Section 4.12.110 requires the Auditor-Controller to submit the Tax Rate Resolution for approval on or before the first meeting of the Board of Supervisors in September of each year. Please note that the attachment of the tax rates included in this packet is just a sample for presentation purposes only. Due to delayed receipt of data from various agencies regarding valuations, final adjustments and preparation complexity, the final tax rates will not be available until after the Operations Cluster meeting.	
COST & FUNDING	Total cost: \$ N/A	Funding source:
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	Recommendation to adopt the attached resolution fixing the Fiscal Year (FY) 2025-26 tax rates for County, Special District, and School District Debt Service Funds. The approval of the resolution will enable the Auditor-Controller and Treasurer and Tax Collector to compute and collect FY 2025-26 taxes. The collection of taxes is necessary to enable the various entities to finance FY 2025-26 operations and debt service requirements. Effective for FY 2025-26, we are including the debt service applied to the unitary assessed values established by the State Board of Equalization in the Tax Rate Resolution. The rate for BNSF Railway Company and Union Pacific will utilize the annual average tax rate reported for Los Angeles County by the California State Board of Equalization under RTC Section 11403 pursuant to the court's decision in <i>BNSF Railway Co. v. County of Alameda, et al.</i>, 7 F.4th 874 (9th Cir. 2021). Please note that the unitary rates are not new rates. The rates have always been included in the Property Tax Roll. We are including these tax rates in our resolution to add additional transparency to the process.	

BACKGROUND (include internal/external issues that may exist including any related motions)	The approval of this item is necessary to levy the basic 1% property tax, taxes that have been approved by voters to pay for debt service on School District bonds, and taxes on countywide general tax and debt service applied to the unitary assessed values established by the State Board of Equalization. Unitary properties (e.g., Pipeline, Railroad, and Electric) are a group of properties that operate as a unit under the assessee's primary business function. Revenue and Taxation Code Section 100 requires a calculated tax rate comprised of general levy and debt service. This is an annual item, which is filed for the first Board meeting in September, and we recommend its approval to ensure placement of necessary tax levies on the upcoming property tax bills.
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: Elaine Wu, Division Chief, (213) 974-8321, Ewu@auditor.lacounty.gov



**COUNTY OF LOS ANGELES
DEPARTMENT OF AUDITOR-CONTROLLER**

KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 525
LOS ANGELES, CALIFORNIA 90012-3873
PHONE: (213) 974-8301 FAX: (213) 626-5427

OSCAR VALDEZ
AUDITOR-CONTROLLER

CONNIE YEE
CHIEF DEPUTY AUDITOR-CONTROLLER

ASSISTANT AUDITOR-CONTROLLERS

**MAJIDA ADNAN
RACHELLE ANEMA
ROBERT G. CAMPBELL**

September 2, 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 TO APPROVE TAX RATE RESOLUTION
(ALL DISTRICTS - 3 VOTES)**

SUBJECT

Approval of the recommended action will enable various entities to levy taxes to finance Fiscal Year (FY) 2025-26 operations and debt service requirements.

IT IS RECOMMENDED THAT THE BOARD:

Adopt the attached resolution fixing the FY 2025-26 tax rates for County, Special District, and School District Debt Service Funds.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The approval of this resolution will enable the Auditor-Controller and Treasurer and Tax Collector to levy and collect the FY 2025-26 basic 1% property tax, taxes that have been approved by voters to pay for debt service on School District bonds, and taxes on countywide general tax and debt service applied to the unitary assessed values established by the State Board of Equalization.

The collection of taxes is necessary to enable the various entities to finance FY 2025-26 operations and debt service requirements.

Implementation of Strategic Plan Goals

Approval of this action is consistent with the Strategic Plan North Star III.G – Realize Tomorrow's Government Today, Internal Controls and Processes. The tax rate resolution will

*Help Conserve Paper – Print Double-Sided
"To Enrich Lives Through Effective and Caring Service"*

facilitate the collection of taxes that are required to finance expenditures and pay debt service obligations.

FISCAL IMPACT/FINANCING

These revenues have already been included in the various entities' budgets.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Various legal codes, such as Government Code Sections 29100 to 29109, 23027, 50075, Revenue and Taxation Code (RTC) Sections 93, 100, and 135, and Health and Safety Code Section 13911, require that the Board of Supervisors approve the resolution in conjunction with the levying of taxes.

RTC Section 100 requires a countywide rate for general tax and debt service be applied to the unitary assessed values established by the State Board of Equalization. The revenue received from this levy will be apportioned in accordance with this section of the Code. The rate for BNSF Railway Company and Union Pacific will utilize the annual average tax rate reported for Los Angeles County by the California State Board of Equalization under RTC Section 11403 pursuant to the court's decision in *BNSF Railway Co. v. County of Alameda, et al.*, 7 F.4th 874 (9th Cir. 2021).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Collection of the taxes will provide necessary funds to finance operations and debt service requirements.

CONCLUSION

Upon execution by your Honorable Board, please return one original adopted copy to the Department of Auditor-Controller's Executive Office.

Respectfully submitted,

OSCAR VALDEZ
Auditor-Controller

OV:CY:RA:EW:RC:rr

H:\Financial Analysis\Tax Rate Resolution\FY 2025-26\Board Letter\Board Letter.docx

Enclosures

c: Fesia A. Davenport, Chief Executive Officer
Dawyn R. Harrison, County Counsel
Edward Yen, Executive Officer, Board of Supervisors
Elizabeth Buenrostro Ginsberg, Treasurer and Tax Collector
Countywide Communications

RESOLUTION OF THE BOARD OF SUPERVISORS
FIXING TAX RATES FOR COUNTY AND DISTRICT TAXES
AND LEVYING A TAX UPON THE TAXABLE PROPERTY
OF THE COUNTY FOR THE FISCAL YEAR 2025-26

On the motion of Supervisor_____

BE IT RESOLVED, that pursuant to Sections 29100 to 29107, inclusive, of the Government Code and Sections 93, 100, and 135 of the Revenue and Taxation Code of the State of California, the Board of Supervisors of the County of Los Angeles, State of California, does hereby fix the tax rates of County and District taxes on percentage of full value upon the taxable property subject to each such rate in the County of Los Angeles for the Fiscal Year of 2025-26, in the amounts as the percentage of full value more particularly set forth as follows below:

<u>COUNTY WIDE</u>	<u>Rate</u>
Countywide General Tax Levy	1.000000
Countywide Unitary Debt Service	0.247089
Countywide Pipeline Debt Service	0.247089
Countywide Railroad Debt Service	0.181000 (1)
Countywide Unitary Electric Debt Service	0.247089

(1) Per BNSF Railway Co. v. County of Alameda, et al., 7 F.4th 874 (9th Cir. 2021) court order

FISCAL YEAR 2025-26
SCHOOLS
ELEMENTARY SCHOOL DISTRICTS
DEBT SERVICE FUNDS

<u>Fund Description</u>	<u>Delinquency Percentage Based on Net Requirements</u>	<u>Rate (%)</u>
Castaic Union DS 2012 Ser 2013	0	0.000000
Castaic Union DS 2012 Ser 2018	0	0.000000
Castaic Union DS 2012 Ser 2021	0	0.000000
Castaic Union DS 2012 Ser 2024	0	0.000000
Eastside Un Sch DS 2016 Ref Bds	0	0.000000
Eastside Un Sch DS 2022 Ser A	0	0.000000
E Whittier Cty DS 2016 Ser A (Meas R)	0	0.000000
E Whittier Cty DS 2016 Ser A (Meas Z)	0	0.000000
E Whittier Cty DS 2016 Ser B (Meas R)	0	0.000000
E Whittier Cty DS 2016 Ser B (Meas Z)	0	0.000000
E Whittier Cty DS 2016 Ser C (Meas R)	0	0.000000
E Whittier Cty DS 2016 Ser C (Meas Z)	0	0.000000
E Whittier Cty DS 2016 Ser D (Meas R)	0	0.000000
E Whittier Cty DS 2016 Ser D (Meas Z)	0	0.000000
El Monte Sch DS 2004 Ser C	0	0.000000
El Monte Sch DS 2008 Ser B	0	0.000000
El Monte Sch DS 2014 Ser A	0	0.000000
El Monte Sch DS 2015 Ref Bds	0	0.000000
El Monte Sch DS 2014 Ser B	0	0.000000
El Monte Sch DS 2017 Ref Bds Ser B	0	0.000000
El Monte Sch DS 2008 Ser C	0	0.000000
El Monte Sch DS 2022 Ref Bds Ser A	0	0.000000
El Monte Sch DS 2014 Ser C	0	0.000000
El Monte Sch DS 2008 Ser D	0	0.000000
El Monte Sch DS 2008 Ser E	0	0.000000
El Monte Sch DS 2014 Ser D	0	0.000000
El Monte Sch DS 2024 Ref Bds	0	0.000000
Garvey Sch DS 2000 Ser B	0	0.000000
Garvey Sch DS 2004 Ser 2006	0	0.000000
Garvey Sch DS 2004 Ser 2008	0	0.000000
Garvey Sch DS 2014 Ref Bds	0	0.000000
Garvey-Alhambra DS 2016 Ref Bds Ser A	0	0.000000
Garvey Sch DS 2016 Ser A	0	0.000000
Garvey-Alhambra DS 2016 Ser A	0	0.000000
Garvey Sch DS 2016 Ser B	0	0.000000
Garvey Sch DS 2016 Ser C	0	0.000000
Garvey-Alhambra DS 2022 Ref Bonds	0	0.000000
Garvey Sch DS 2016 Ser D	0	0.000000
Garvey-Alhambra DS 2016 Ser B	0	0.000000
Garvey Sch DS 2024 Ser A	0	0.000000
Hawthorne Sch DS 1997 Ser C	0	0.000000
Hawthorne Sch DS 2004 Ser 2005B	0	0.000000
Hawthorne Sch DS 2004 Ser 2008C	0	0.000000
Hawthorne Sch DS 2008, 2009 Ser A	0	0.000000
Hawthorne Sch DS 2008, 2012 Ser B	0	0.000000
Hawthorne Sch DS Ref Bds, 2004, 2015 Ser A	0	0.000000
Hawthorne Sch DS 2018 Ser A	0	0.000000
Hawthorne Sch DS 2018 Ser B	0	0.000000
Hawthorne Sch DS 2019 Ref Bds	0	0.000000

FISCAL YEAR 2025-26
SCHOOLS - CONTINUED
ELEMENTARY SCHOOL DISTRICTS - CONTINUED
DEBT SERVICE FUNDS - CONTINUED

<u>Fund Description</u>	<u>Delinquency Percentage Based on Net Requirements</u>	<u>Rate (%)</u>
Hermosa Bch Sch DS 2002 Ser A	0	0.000000
Hermosa Bch Sch DS 2002 Ser 2005B	0	0.000000
Hermosa Bch Sch DS 2016 Ser A	0	0.000000
Hermosa Bch Sch DS 2016 Ser B	0	0.000000
Hermosa Bch Sch DS 2016 Ser C	0	0.000000
Lancaster Sch DS 1999 Ser 2001	0	0.000000
Lancaster Sch DS 2012 Ser 2013B	0	0.000000
Lancaster Sch DS 2012 Ser 2018C	0	0.000000
Lancaster Sch DS 2012 Ser 2020D	0	0.000000
Lancaster Sch DS Ref Bds Ser 2021A	0	0.000000
Lancaster Sch DS 2012 Ser 2022E	0	0.000000
Lawndale Elem DS 2016 Ser A (2017)	0	0.000000
Lawndale Elem DS 2017 Ref Bds	0	0.000000
Lawndale Elem DS 2016 Ser B (2018)	0	0.000000
Lawndale Elem DS 2020 Ref Bds	0	0.000000
Lawndale Elem DS 2016 Ser C (2020)	0	0.000000
Lawndale Elem DS 2020 Ser A	0	0.000000
Lennox Sch Dt DS 1998 Ser 2002B	0	0.000000
Lennox Sch Dt DS 2007 Ser 2016	0	0.000000
Lennox Sch Dt DS 2016 Ref Bds	0	0.000000
Lennox Sch Dt DS 2016 Ser 2017	0	0.000000
Lennox Sch Dt DS 2007 Ser 2021	0	0.000000
Little Lake Cty DS 2000 Ser D-1 (QSCBs)	0	0.000000
Little Lake Cty DS 2014 Ref Bds Ser A	0	0.000000
Little Lake Cty DS 2014 Ref Bds Ser B	0	0.000000
Little Lake Cty DS 2012 Ser B	0	0.000000
Little Lake Cty DS 2021 Ref Bds Ser A	0	0.000000
Little Lake Cty DS 2021 Ref Bds Ser B	0	0.000000
Little Lake Cty DS 2022 Ser A	0	0.000000
Los Nietos Sch DS 2008 Ser 2011A (QSCBs)	0	0.000000
Los Nietos Sch DS Ref Bds 2015 Ser A	0	0.000000
Los Nietos Sch DS 2014 Meas E 2015 Ser A	0	0.000000
Los Nietos Sch DS 2014 Meas N 2015 Ser A	0	0.000000
Los Nietos Sch DS 2014 Meas E 2018 Ser A	0	0.000000
Los Nietos Sch DS 2014 Meas N 2018 Ser A	0	0.000000
Los Nietos Sch DS 2014 Meas E 2020 Ser A	0	0.000000
Los Nietos Sch DS 2014 Meas N 2020 Ser A	0	0.000000
Los Nietos Sch DS 2014 Meas E 2021 Ser A	0	0.000000
Los Nietos Sch DS 2014 Meas N 2021 Ser A	0	0.000000
Mountain View Sch DS 2016 Ser A	0	0.000000
Mountain View Sch DS 2016 Ser B	0	0.000000
Mountain View Sch DS 2016 Ser C	0	0.000000
Mountain View Sch DS 2016 Ser D	0	0.000000
Mountain View Sch DS 2016 Ser E	0	0.000000
Mountain View Sch DS 2020 Ser A	0	0.000000
Mountain View Sch DS 2020 Ser B	0	0.000000
Newhall Elem Sch DS 2004 Ref Bds	0	0.000000
Newhall SD DS 2011 Ser A (SFID)	0	0.000000

FISCAL YEAR 2025-26
SCHOOLS - CONTINUED
ELEMENTARY SCHOOL DISTRICTS - CONTINUED
DEBT SERVICE FUNDS - CONTINUED

<u>Fund Description</u>	Delinquency Percentage Based on Net <u>Requirements</u>	<u>Rate (%)</u>
Palmdale Sch DS 2001 Ser 2002	0	0.000000
Palmdale Sch DS Ref Bds Ser 2013B	0	0.000000
Palmdale Sch DS 2012 Ser 2017B	0	0.000000
Palmdale Sch DS 2016 Ser 2017A	0	0.000000
Palmdale Sch DS 2016 Ser 2019	0	0.000000
Palmdale Sch DS 2012 Ser 2021C	0	0.000000
Palmdale Sch DS 2016 Ser 2020	0	0.000000
Palmdale Sch DS Ref Bds Ser 2021B	0	0.000000
Palmdale Sch DS 2022 Ser 2023	0	0.000000
Rosemead Sch DS 2012 Ref Bds	0	0.000000
Rosemead Sch DS 2014 Ref Bds	0	0.000000
Rosemead Sch DS 2016 Ref Bds	0	0.000000
Rosemead Sch DS 2008 Ser C	0	0.000000
Rosemead Sch DS 2014 Ser A	0	0.000000
Rosemead Sch DS 2019 Ref Bds Ser A	0	0.000000
Rosemead Sch DS 2019 Ref Bds Ser B	0	0.000000
Rosemead Sch DS 2014 Ser B	0	0.000000
Saugus Un DS 2014 Ser A (SFID)	0	0.000000
Saugus Un DS 2014 Ser B (SFID)	0	0.000000
Saugus Un DS 2014 Ser C (SFID)	0	0.000000
So Whittier Elem DS 2015 Ref Bds	0	0.000000
So Whittier Elem DS 2016 Ser 2017A	0	0.000000
So Whittier Elem DS 2016 Ser 2019B	0	0.000000
So Whittier Elem DS 2016 Ser 2020C	0	0.000000
So Whittier Elem DS 2024 Ser A	0	0.000000
Sulphur Spring DS 2012 Ser A	0	0.000000
Sulphur Spring DS 2012 Ser 2015B	0	0.000000
Sulphur Spring DS 2012 Ser 2016C	0	0.000000
Sulphur Spring DS 2012 Ser 2017D	0	0.000000
Sulphur Spring DS 2012 Ser 2019E	0	0.000000
Sulphur Spring DS 2012 Ser 2022F	0	0.000000
Westside Union DS 1998 Ser 2001A	0	0.000000
Westside Union DS 1998 Ser 2002A	0	0.000000
Westside Union DS 2008 Ser A	0	0.000000
Westside Union DS 2012 Ser A	0	0.000000
Westside Union DS 2020 Ref Bds	0	0.000000
Whittier City SD DS 2012 Ref Bds	0	0.000000
Whittier City SD DS 2012 Ser B	0	0.000000
Whittier City SD DS 2016 Ref Bds	0	0.000000
Whittier City SD DS 2012 Ser C	0	0.000000
Whittier City SD DS 2012 Ser D	0	0.000000
Whittier City SD DS 2019 Ref Bds	0	0.000000
Whittier City DS 2024 Ref Bds	0	0.000000
Wilsona Sch Dt DS 2018 Ser 2019A	0	0.000000
Wilsona Sch Dt DS 2018 Ser 2020B	0	0.000000

FISCAL YEAR 2025-26
SCHOOLS - CONTINUED
HIGH SCHOOL DISTRICTS
DEBT SERVICE FUNDS

<u>Fund Description</u>	Delinquency Percentage Based on Net <u>Requirements</u>	<u>Rate (%)</u>
Antelope Vly Un Hi DS 2002 Ser 2005	0	0.000000
Antelope Vly Joint Un Hi DS Ref Bds Ser 2015	0	0.000000
Antelope Vly Joint Un Hi DS 2019 Ref Bds	0	0.000000
Centinela Valley-Wiseburn USD (Un HSD DS 02 Rf Ser A)	0	0.000000
Centinela Valley-Wiseburn USD (Un HSD DS 04 Rf Ser A)	0	0.000000
Centinela Valley-Wiseburn USD (Un HSD DS 08 Ser A)	0	0.000000
Centinela Valley-Wiseburn USD (Un HSD DS 08,14 Ser C)	0	0.000000
Centinela Valley-Wiseburn USD (Un HSD DS 08,14 Ser D)	0	0.000000
Centinela Valley-Wiseburn USD (Un HSD DS 16 Ref Bds)	0	0.000000
Centinela Valley-Wiseburn USD (Un HSD DS 16 Ref Bds Ser B)	0	0.000000
Centinela Valley-Wiseburn USD (Un HSD DS 16 Rf Ser C)	0	0.000000
Centinela Valley-Wiseburn USD (SFID-LPSFA) DS 16, 17 Ser A	0	0.000000
Centinela Valley-Wiseburn USD (SFID-LPSFA) DS 16, 18 Ser B	0	0.000000
Centinela Valley-Wiseburn USD (SFID-LPSFA) DS 20, 20 Ser A	0	0.000000
Centinela Valley-Wiseburn USD (Un HSD DS 20 Ref Bds)	0	0.000000
Centinela Valley-Wiseburn USD (SFID-LPSFA) DS 20, 21 Ser B	0	0.000000
El Monte Un Hi DS 2008 Ser B	0	0.000000
El Monte Un Hi DS 2015 Ref Bds	0	0.000000
El Monte Un Hi DS 2016 Ref Bds	0	0.000000
El Monte Un Hi DS 2008 Ser D	0	0.000000
El Monte Un Hi DS 2018 Ser A	0	0.000000
El Monte Un Hi DS 2008 Ser E	0	0.000000
El Monte Un Hi DS 2018 Ser B	0	0.000000
El Monte Un Hi DS 2021 Ref Bds	0	0.000000
El Monte Un Hi DS 2018 Ser C	0	0.000000
Wm S Hart Un Hi DS 2001 Ser B	0	0.000000
Wm S Hart Un Hi DS 2008 Ser B	0	0.000000
Wm S Hart Un Hi DS 2008 Ser C	0	0.000000
Wm S Hart Un Hi DS 2016 Ref Bds	0	0.000000
Wm S Hart Un Hi DS 2020 Ref Bds	0	0.000000
Whittier Un High DS 2016 Ref Bds	0	0.000000
Whittier Un HSD DS 2020 Ser A	0	0.000000
Whittier Un HSD DS 2020 Ser B	0	0.000000

FISCAL YEAR 2025-26
SCHOOLS - CONTINUED
COMMUNITY COLLEGE DISTRICTS
DEBT SERVICE FUNDS

<u>Fund Description</u>	<u>Delinquency Percentage Based on Net Requirements</u>	<u>Rate (%)</u>
Antelope Vly CC DS 2016 Ser A	0	0.000000
Antelope Vly CC DS 2016 Ser A-1	0	0.000000
Antelope Vly CC DS 2016 Ser B	0	0.000000
Antelope Vly CC DS 2020 Ref Bds	0	0.000000
Antelope Vly CC DS 2021 Ref Bds	0	0.000000
Antelope Vly CC DS 2016 Ser C	0	0.000000
Cerritos CC DS 2004 Ser 2012D	0	0.000000
Cerritos CC DS 2012 Ser 2014A	0	0.000000
Cerritos CC DS 2014 Ref Bds Ser A	0	0.000000
Cerritos CC DS 2012 Ser 2018B	0	0.000000
Cerritos CC DS 2012 Ser 2019C	0	0.000000
Cerritos CC DS 2020 Ref Bds	0	0.000000
Cerritos CC DS 2012 Ser 2021D	0	0.000000
Cerritos CC DS 2022 Ser 2024A	0	0.000000
Citrus CCD DS Ref Bds Ser 2013	0	0.000000
Citrus CCD DS 2004 2015 Ser E	0	0.000000
Citrus CCD DS Ref Bds, 2015 Ser A	0	0.000000
Citrus CCD DS Ref Bds 2020 Ser A	0	0.000000
Citrus CCD DS 2020, 2021 Ser A	0	0.000000
Citrus CCD DS 2021 Ref Bds	0	0.000000
Citrus CCD DS 2020, 2024 Ser B	0	0.000000
Compton CCD DS 2002 Ser 2012C	0	0.000000
Compton CCD DS 2014 Ref Bds	0	0.000000
Compton CCD DS 2015 Ref Bds	0	0.000000
Compton CCD DS 2014 Ser 2018A	0	0.000000
Compton CCD DS 2002 Ser 2018E	0	0.000000
Compton CCD DS 2020 Ref Bds Ser A	0	0.000000
Compton CCD DS 2020 Ref Bds Ser B	0	0.000000
Compton CCD DS 2021 Ref Bds	0	0.000000
Compton CCD DS 2014 Ser 2024B	0	0.000000
Compton CCD DS 2014 Ser 2025C	0	0.000000
El Camino CCD DS 2002 Ser 2012C	0	0.000000
El Camino CCD DS 2012 Ser 2016A	0	0.000000
El Camino CCD DS 2016 Ref Bds	0	0.000000
El Camino CCD DS 2012 Ser 2018B	0	0.000000
El Camino CCD DS 2012 Ser 2020C	0	0.000000
El Camino CCD DS 2012 Ser 2021D	0	0.000000
El Camino CCD DS 2012 Ser 2024E	0	0.000000
Glendale CCD DS 2002 Ser C	0	0.000000
Glendale CCD DS 2016 Ser A	0	0.000000
Glendale CCD DS 2016 Ser B	0	0.000000
Glendale CCD DS 2020 Ref Bds	0	0.000000
Glendale CCD DS 2021 Ref Bds	0	0.000000

FISCAL YEAR 2025-26
SCHOOLS - CONTINUED
COMMUNITY COLLEGE DISTRICTS - CONTINUED
DEBT SERVICE FUNDS - CONTINUED

<u>Fund Description</u>	<u>Delinquency Percentage Based on Net Requirements</u>	<u>Rate (%)</u>
Long Bch CCD DS 2002 Ser D (2007)	0	0.000000
Long Bch CCD DS 2008, 2012 Ser B	0	0.000000
Long Bch CCD DS Ref Bds 2014 Ser C	0	0.000000
Long Bch CCD DS Ref Bds 2015 Ser F	0	0.000000
Long Bch CCD DS 2016, 2016 Ser B	0	0.000000
Long Bch CCD DS Ref Bds 2017 Ser G	0	0.000000
Long Bch CCD DS 2016, 2019 Ser C	0	0.000000
Long Bch CCD DS Ref Bds 2019 Ser H	0	0.000000
Long Bch CCD DS Ref Bds 2021 Ser I	0	0.000000
Long Bch CCD DS 2016, 2021 Ser D	0	0.000000
LACC DS 2003, Taxable Ser 2004B	0	0.000000
LACC DS 2001, Taxable Ser 2004A	0	0.000000
LACC DS 2008, 2009 Taxable Ser B	0	0.000000
LACC DS 2008, 2010 Taxable Ser D	0	0.000000
LACC DS 2008, 2010 Taxable Ser E (BABs)	0	0.000000
LACC DS 2008 Ser G	0	0.000000
LACC DS 2015 Ref Bds Ser C	0	0.000000
LACC DS 2008 Ser I	0	0.000000
LACC DS 2008 Ser J	0	0.000000
LACC DS 2016 Ref Bds	0	0.000000
LACC DS 2008 Ser K	0	0.000000
LACC DS 2020 Ref Bds	0	0.000000
LACC DS 2016 Ser C-1	0	0.000000
LACC DS 2008 Ser M	0	0.000000
LACC DS 2016 Ser D	0	0.000000
LACC DS 2022 Ser A-1	0	0.000000
LACC DS 2022 Ser B	0	0.000000
LACC DS 2024 Ref Bds	0	0.000000
LACC DS 2016 Ser E	0	0.000000
LACC DS 2022 Ser C	0	0.000000
Mt SACC DS 2008 Ser 2013A	0	0.000000
Mt SACC DS 2015 Ref Bds	0	0.000000
Mt SACC DS 2018 Ser 2019A	0	0.000000
Mt SACC DS 2020 Ref Ser A	0	0.000000
Mt SACC DS 2020 Ref Ser B	0	0.000000
Mt SACC DS 2008 Ser 2020D	0	0.000000
Mt SACC DS 2018 Ser 2020B	0	0.000000
Mt SACC DS 2018 Ser 2021C	0	0.000000
Mt SACC DS 2021 Ref Bds	0	0.000000
Mt SACC DS 2018 Ser 2024D	0	0.000000
Pasadena CCD DS 2014 Ref Bds Ser A	0	0.000000
Pasadena CCD DS 2016 Ref Bds Ser A	0	0.000000
Pasadena CCD DS 2020 Ref Bds	0	0.000000
Pasadena CCD DS 2022, 2023 Ser A-1	0	0.000000

FISCAL YEAR 2025-26
SCHOOLS - CONTINUED
COMMUNITY COLLEGE DISTRICTS - CONTINUED
DEBT SERVICE FUNDS - CONTINUED

<u>Fund Description</u>	<u>Delinquency Percentage Based on Net Requirements</u>	<u>Rate (%)</u>
Rio Hondo CC DS 2004, 2010 Ser C	0	0.000000
Rio Hondo CC DS Ref 2004, 2019 Ser B	0	0.000000
Santa Monica CC DS 2002, 2007 Ser A	0	0.000000
Santa Monica CC DS 2004, 2009 Ser C	0	0.000000
Santa Monica CC DS 2002, 2010 Ser E	0	0.000000
Santa Monica CC DS Ref Bds 2002, 2013 Ser A	0	0.000000
Santa Monica CC DS 2008, 2014 Ser B	0	0.000000
Santa Monica CC DS 2008, 2017 Ser C	0	0.000000
Santa Monica CC DS 2008, 2017 Ser C-1	0	0.000000
Santa Monica CC DS 2016, 2018 Ser A	0	0.000000
Santa Monica CC DS Ref Bds 2008, 2018 Ser A	0	0.000000
Santa Monica CC DS 2020 Ref 2002 & 2008	0	0.000000
Santa Monica CC DS 2016, 2022 Ser B	0	0.000000
Santa Monica CC DS 2016, 2022 Ser B-1	0	0.000000
Sta Clarita CC DS 2001 Ser 2003	0	0.000000
Sta Clarita CC DS 2006 Ser 2012	0	0.000000
Sta Clarita CC DS 2006 Ser 2014	0	0.000000
Sta Clarita CC DS 2016 Ref Bds	0	0.000000
Sta Clarita CC DS 2006 Ser 2016	0	0.000000
Sta Clarita CC DS 2016 Ser 2017	0	0.000000
Sta Clarita CC DS 2016 Ser 2019	0	0.000000
Sta Clarita CC DS 2019 Ref Bds	0	0.000000
Sta Clarita CC DS 2021 Ref Bds	0	0.000000
Sta Clarita CC DS 2016 Ser 2022	0	0.000000

FISCAL YEAR 2025-26
SCHOOLS - CONTINUED
UNIFIED SCHOOL DISTRICTS
DEBT SERVICE FUNDS

<u>Fund Description</u>	<u>Delinquency Percentage Based on Net Requirements</u>	<u>Rate (%)</u>
ABC Unif Sch DS 1997 Ser C	0	0.000000
ABC Unif Sch DS 2018 Ser A	0	0.000000
ABC Unif Sch DS 2018 Ser B	0	0.000000
Acton-Agua Dulce USD DS 2016 Ref Bds	0	0.000000
Alhambra USD DS 2008 Ser A (ESID)	0	0.000000
Alhambra USD DS 2008 Ser B-1 (ESID) (QSCBs)	0	0.000000
Alhambra USD DS 2012 Ref Ser B	0	0.000000
Alhambra USD - Garvey DS 2016 Ref Ser A	0	0.000000
Alhambra USD DS 2016 Ref Ser B	0	0.000000
Alhambra USD DS 2016 Ser A (ESID)	0	0.000000
Alhambra USD - Garvey DS 2016 Ser A	0	0.000000
Alhambra USD DS 2016 Ser B (ESID)	0	0.000000
Alhambra USD - Garvey DS 2022 Ref Bonds	0	0.000000
Alhambra USD - Garvey DS 2016 Ser B	0	0.000000
Arcadia Unf DS 2017 Ref Bds	0	0.000000
Arcadia Unf DS 2006 Ser C 2020	0	0.000000
Arcadia Unf DS 2020 Ref Bds	0	0.000000
Azusa USD DS 2002 Ser 2002	0	0.000000
Azusa USD DS 2002 Ser 2010	0	0.000000
Azusa USD DS 2014 Ser A	0	0.000000
Azusa USD DS Ref Bds Ser 2016	0	0.000000
Azusa USD DS 2019, 2014 Ser C	0	0.000000
Azusa USD DS Ref Bds Ser 2019	0	0.000000
Azusa USD DS 2022, 2014 Ser D	0	0.000000
Baldwin Pk Unf DS 2002 Ser 2004	0	0.000000
Baldwin Pk Unf DS 2002 Ser 2005	0	0.000000
Baldwin Pk Unif DS 2006 Ser 2013	0	0.000000
Baldwin Pk Unif DS 2016 Ref Bds	0	0.000000
Baldwin Pk Unif DS 2006 Ser 2019	0	0.000000
Baldwin Pk Unif DS 2019 Ref Bds	0	0.000000
Baldwin Pk Unif DS 2018 Ser 2021	0	0.000000
Bassett Unif DS 2006 Ser B	0	0.000000
Bassett Unif DS 2014 Ref Bds Ser A	0	0.000000
Bassett Unif DS 2014 Ref Bds Ser B	0	0.000000
Bassett Unif DS 2014 Ser A	0	0.000000
Bassett Unif DS 2016 Ref Bds	0	0.000000
Bassett Unif DS 2014 Ser B	0	0.000000
Bassett Unif DS 2020 Ser A	0	0.000000
Bellflower USD DS 2012 Ser B	0	0.000000
Bellflower USD DS 2023 Ref Bds	0	0.000000

FISCAL YEAR 2025-26
SCHOOLS - CONTINUED
UNIFIED SCHOOL DISTRICTS - CONTINUED
DEBT SERVICE FUNDS - CONTINUED

<u>Fund Description</u>	<u>Delinquency Percentage Based on Net Requirements</u>	<u>Rate (%)</u>
Beverly Hills USD DS 2005 Ref Bds Ser B	0	0.000000
Beverly Hills USD DS 2008 Ser 2009	0	0.000000
Beverly Hills USD DS 2008 Ser 2015	0	0.000000
Beverly Hills USD DS 2008 Ser 2017	0	0.000000
Beverly Hills USD DS 2018 Ser A	0	0.000000
Beverly Hills USD DS 2019 Ref Bds	0	0.000000
Beverly Hills USD DS 2018 Ser B	0	0.000000
Beverly Hills USD DS 2018 Ser B-1	0	0.000000
Bonita Unif DS 2008 Ser B-1 (QSCBs)	0	0.000000
Bonita Unif DS 2014 Ref Bds	0	0.000000
Bonita Unif DS 2016 Ref Bds	0	0.000000
Bonita Unif DS 2016 Ref Bds Ser B	0	0.000000
Bonita Unif DS 2021 Ref Bds	0	0.000000
Burbank Unif DS 1997 Ser C	0	0.000000
Burbank Unif DS 2013 Ser 2013	0	0.000000
Burbank Unif DS 2013 Ser 2015A	0	0.000000
Burbank Unif DS 2013 Ser 2017	0	0.000000
Burbank Unif DS Ref Bds Ser 2020	0	0.000000
Charter Oak Unif DS 2015 Ref Bds	0	0.000000
Charter Oak Unif DS 2012 Ser B	0	0.000000
Charter Oak Unif DS 2017 Ref Bds	0	0.000000
Charter Oak Unif DS 2012 Ser C	0	0.000000
Charter Oak Unif DS 2021 Ref Bds	0	0.000000
Claremont Unif DS 2016 Ref Bds	0	0.000000
Claremont Unif DS 2016 Ser A	0	0.000000
Claremont Unif DS 2016 Ser B	0	0.000000
Claremont Unif DS 2016 Ser C	0	0.000000
Compton Unif DS 2002 Ser 2006C	0	0.000000
Compton Unif DS Ref Bds, 2002, 2015 Ser E	0	0.000000
Compton Unif DS 2015, 2019 Ser B	0	0.000000
Compton Unif DS 2022, 2023 Ser A	0	0.000000
Covina Vly Unif DS 2001 Ser B	0	0.000000
Covina Vly Unif DS 2012 Ser B	0	0.000000
Covina Vly Unif DS 2012 Ser C	0	0.000000
Covina Vly Unif DS 2016 Ref Bds	0	0.000000
Covina Vly Unif DS 2012 Ser D	0	0.000000
Covina Vly Unif DS 2012 Ser E	0	0.000000
Covina Vly Unif DS 2019 Ref Bds	0	0.000000
Covina Vly Unif DS 2021 Ref Bds	0	0.000000

FISCAL YEAR 2025-26
SCHOOLS - CONTINUED
UNIFIED SCHOOL DISTRICTS - CONTINUED
DEBT SERVICE FUNDS - CONTINUED

	Delinquency Percentage Based on Net Requirements	Rate (%)
Culver City USD DS 2005 Ref Bds	0	0.000000
Culver City USD DS 2014 Ser A	0	0.000000
Culver City USD DS 2014 Ser B	0	0.000000
Culver City USD DS 2014 Ser C	0	0.000000
Culver City USD DS 2024 Ser A	0	0.000000
Downey Unif Ref Bds DS 1999 A	0	0.000000
Downey Unif DS 2007 Ref Bds	0	0.000000
Downey Unif DS 2014 Ser A	0	0.000000
Downey Unif DS 2015 Ref Bds	0	0.000000
Downey Unif DS 2016 Ref Bds	0	0.000000
Downey Unif DS 2014 Ser B	0	0.000000
Downey Unif DS 2014 Ser C	0	0.000000
Downey Unif DS 2021 Ref Bds	0	0.000000
Downey Unif DS 2022 Ser A	0	0.000000
Duarte Unif DS 1998 Ser C	0	0.000000
Duarte Unif DS 1998 Ser D	0	0.000000
Duarte Unif DS 1998 Ser E	0	0.000000
Duarte Unif DS 2010 Ser A	0	0.000000
Duarte Unif DS 2010 Ser C	0	0.000000
Duarte Unif DS 2010 Ser D	0	0.000000
Duarte Unif DS 2010 Ser E	0	0.000000
Duarte Unif DS 2020 Ref Bds	0	0.000000
Duarte Unif DS 2020 Ser A	0	0.000000
Duarte Unif DS 2020 Ser B	0	0.000000
El Rancho Unif DS 2003 Ser 2008E	0	0.000000
El Rancho Unif DS 2010 Ser 2011A	0	0.000000
El Rancho Unif DS Ref Bds Ser 2012	0	0.000000
El Rancho Unif DS Ref Bds Ser 2013	0	0.000000
El Rancho Unif DS 2016 Ref Bds	0	0.000000
El Rancho Unif DS 2016 Ser 2017A	0	0.000000
El Rancho Unif DS 2016 Ser 2019B	0	0.000000
El Rancho Unif DS 2019 Ref Bds	0	0.000000
El Rancho Unif DS 2016 Ser 2022C	0	0.000000
El Rancho Unif DS 2010 Ser 2023C	0	0.000000
El Rancho Unif DS 2016 Ser 2023D	0	0.000000
El Segundo USD DS 1997 Ser 2000C	0	0.000000
El Segundo USD DS 1997 Ser 2002D	0	0.000000
El Segundo USD DS 2001 Ser 2003	0	0.000000
El Segundo USD DS 2008 Ser A	0	0.000000
El Segundo USD DS 2018 Ser A	0	0.000000
El Segundo USD DS 2018 Ser B	0	0.000000
El Segundo USD DS 2018 Ser C	0	0.000000
Glendale Unif DS 2011 Ser A-1 (CREBs)	0	0.000000
Glendale Unif DS 2015 Ref Bds Ser B	0	0.000000
Glendale Unif DS 2011 Ser C	0	0.000000
Glendale Unif DS 2011 Ser D	0	0.000000
Glendale Unif DS 2018 Ref Bds	0	0.000000
Glendale Unif DS 2020 Ref Bds	0	0.000000
Glendale Unif DS 2011 Ser E	0	0.000000
Glendale Unif DS 2020 Ref Bds Ser B	0	0.000000
Glendale Unif DS 2021 Ref Bds Ser A	0	0.000000

FISCAL YEAR 2025-26
SCHOOLS - CONTINUED
UNIFIED SCHOOL DISTRICTS - CONTINUED
DEBT SERVICE FUNDS - CONTINUED

<u>Fund Description</u>	<u>Delinquency Percentage Based on Net Requirements</u>	<u>Rate (%)</u>
Glendora Unif DS 2000 Ser B	0	0.000000
Glendora Unif DS 2005 Ref Bds	0	0.000000
Glendora Unif DS 2015 Ref Bds	0	0.000000
Glendora Unif DS 2016 Ref Bds	0	0.000000
Hac-La Puente Unif DS 2007 Ref Bds	0	0.000000
Hac-La Puente Unif DS 2016, 2017 Ser A	0	0.000000
Hac-La Puente Unif DS 2016, 2023 Ser A	0	0.000000
Inglewood Unif DS 2007 Ref Bds	0	0.000000
Inglewood Unif DS 2016 Ref Bds	0	0.000000
Inglewood Unif DS 2012 Ser B	0	0.000000
Inglewood Unif DS 2012 Ser C	0	0.000000
Inglewood Unif DS 2021 Ref Bds	0	0.000000
Inglewood Unif DS 2020 Ser A	0	0.000000
La Canada Unif Sch DS 1999 Ser A	0	0.000000
La Canada Unif Sch DS 2017 Ref Bds	0	0.000000
La Canada Unif Sch DS 2017 Ser A	0	0.000000
La Canada Unif Sch DS 2017 Ser B	0	0.000000
La Canada Unif Sch DS 2020 Ref Bds	0	0.000000
La Canada Unif Sch DS 2017 Ser C	0	0.000000
Las Virgenes USD DS 1997 Ser D	0	0.000000
Las Virgenes USD DS 2006 Ser B	0	0.000000
Las Virgenes USD DS 2006 Ser C-1 (QSCBs)	0	0.000000
Las Virgenes USD DS 2016 Ref Bds	0	0.000000
Las Virgenes USD DS 2006 Ser D	0	0.000000
Las Virgenes USD DS 2022 Ser A	0	0.000000
Las Virgenes USD DS 2024 Ref Bds	0	0.000000
Long Beach Unif DS 1999 Ser G	0	0.000000
Long Beach Unif DS 2008 Ser A	0	0.000000
Long Beach Unif DS 2009 Ref Bds Ser B	0	0.000000
Long Beach Unif DS 2010 Ref Bds Ser A	0	0.000000
Long Beach Unif DS 2008 Ser B-1 (QSCBs)	0	0.000000
Long Beach Unif DS 2012 Ref Bds	0	0.000000
Long Beach Unif DS 2008 Ser C	0	0.000000
Long Beach Unif DS 2008 Ser D	0	0.000000
Long Beach Unif DS 2016 Ref Bds	0	0.000000
Long Beach Unif DS 2008 Ser E	0	0.000000
Long Beach Unif DS 2016 Ser A	0	0.000000
Long Beach Unif DS 2008 Ser F	0	0.000000
Long Beach Unif DS 2016 Ser B	0	0.000000
Long Beach Unif DS 2008 Ser G	0	0.000000
Long Beach Unif DS 2016 Ser C	0	0.000000
Long Beach Unif DS 2022 Ser A	0	0.000000

FISCAL YEAR 2025-26
SCHOOLS - CONTINUED
UNIFIED SCHOOL DISTRICTS - CONTINUED
DEBT SERVICE FUNDS - CONTINUED

<u>Fund Description</u>	<u>Delinquency Percentage Based on Net Requirements</u>	<u>Rate (%)</u>
Los Angeles Unif DS 2005 Ser H (QSCBs)	0	0.000000
Los Angeles Unif 2005, 2010 Ser J-1(QSCBs)	0	0.000000
Los Angeles Unif 2005, 2010 Ser J-2(QSCBs)	0	0.000000
Los Angeles Unif DS 2015 Ref Bds Ser A	0	0.000000
Los Angeles Unif DS 2008 Ser A (2016)	0	0.000000
Los Angeles Unif DS 2016 Ref Bds Ser A	0	0.000000
Los Angeles Unif DS 2016 Ref Bds Ser B	0	0.000000
Los Angeles Unif DS 2017 Ref Ser A (Prop BB)	0	0.000000
Los Angeles Unif DS 2017 Ref Ser A (Meas K)	0	0.000000
Los Angeles Unif DS 2005 Ser M-1 (2018)	0	0.000000
Los Angeles Unif DS 2008 Ser B-1 (2018)	0	0.000000
Los Angeles Unif DS 2019 Ref, 2002 Ser D (Meas K)	0	0.000000
Los Angeles Unif DS 2019 Ref, 2004 Ser I (Meas R)	0	0.000000
Los Angeles Unif DS 2019 Ref, 2005 Ser F (Meas Y)	0	0.000000
Los Angeles Unif Meas R, 2020 Ser RYQ	0	0.000000
Los Angeles Unif Meas Y, 2020 Ser RYQ	0	0.000000
Los Angeles Unif Meas Q, 2020 Ser RYQ	0	0.000000
Los Angeles Unif DS Meas Q, Ser C (2020)	0	0.000000
Los Angeles Unif DS 2020 Ref Ser A Meas K 2010 Ser KRY	0	0.000000
Los Angeles Unif DS 2020 Ref Ser A Meas R 2010 Ser KRY	0	0.000000
Los Angeles Unif DS 2020 Ref Ser A Meas Y 2010 Ser KRY	0	0.000000
Los Angeles Unif DS 2021 Ref Ser A Meas Q Ser A (2016)	0	0.000000
Los Angeles Unif DS Ser RYRR (2021) Meas R	0	0.000000
Los Angeles Unif DS Ser RYRR (2021) Meas Y	0	0.000000
Los Angeles Unif DS Ser RYRR (2021) Meas RR	0	0.000000
Los Angeles Unif DS 2021 Ref Ser B Meas K	0	0.000000
Los Angeles Unif DS Ser QRR (2022) Meas RR	0	0.000000
Los Angeles Unif DS Ser QRR (2022) Meas Q	0	0.000000
Los Angeles Unif DS Ser QRR (2023) Meas Q	0	0.000000
Los Angeles Unif DS Ser QRR (2023) Meas RR	0	0.000000
Los Angeles Unif DS 2024 Ref Ser A Meas R	0	0.000000
Los Angeles Unif DS 2024 Ref Ser A Meas Y	0	0.000000
Los Angeles Unif DS Ser QRR (2024) Meas Q	0	0.000000
Los Angeles Unif DS Ser QRR (2024) Meas RR	0	0.000000

FISCAL YEAR 2025-26
SCHOOLS - CONTINUED
UNIFIED SCHOOL DISTRICTS - CONTINUED
DEBT SERVICE FUNDS - CONTINUED

<u>Fund Description</u>	<u>Delinquency Percentage Based on Net Requirements</u>	<u>Rate (%)</u>
Lynwood Unif Sch DS 2012 Ref Bds	0	0.000000
Lynwood Unif Sch DS 2012 Ser B	0	0.000000
Lynwood Unif Sch DS 2012 Ser C	0	0.000000
Lynwood Unif Sch DS 2016 Ser A	0	0.000000
Lynwood Unif Sch DS 2012 Ser D-1	0	0.000000
Lynwood Unif Sch DS 2016 Ser B	0	0.000000
Lynwood Unif Sch DS 2020 Ref Bds	0	0.000000
Lynwood Unif Sch DS 2012 Ser E	0	0.000000
Lynwood Unif Sch DS 2016 Ser C	0	0.000000
Manhattan Bch USD DS 2001 Ser D	0	0.000000
Manhattan Bch USD DS 2000 Ser A	0	0.000000
Manhattan Bch USD DS 1995 Ser E	0	0.000000
Manhattan Bch USD DS 2000 Ser B	0	0.000000
Manhattan Bch USD DS 2016, 2018 Ser A (Meas C)	0	0.000000
Manhattan Bch USD DS 2016, 2018 Ser A (Meas EE)	0	0.000000
Manhattan Bch USD DS 2016, 2020 Ser B (Meas C)	0	0.000000
Monrovia Unif DS 1997 Ser B	0	0.000000
Monrovia Unif DS 2006 Ser C-1 (BABs)	0	0.000000
Monrovia Unif DS 2015 Ref Bds	0	0.000000
Monrovia Unif DS 2022, 2023 Ser A	0	0.000000
Montebello Unif DS 1998 Ser 2001	0	0.000000
Montebello Unif DS 1998 Ser 2004	0	0.000000
Montebello Unif DS 1998 Ser 2002	0	0.000000
Montebello Unif DS Ref 2004 Ser 2013A	0	0.000000
Montebello Unif DS Ref Bds Ser 2015	0	0.000000
Montebello Unif DS Ref Bds 2016 Ser A	0	0.000000
Montebello Unif DS 2016 Ser A	0	0.000000
Montebello Unif DS Ref Bds Ser 2022A	0	0.000000
Montebello Unif DS 2016 Ser B	0	0.000000

FISCAL YEAR 2025-26
SCHOOLS - CONTINUED
UNIFIED SCHOOL DISTRICTS - CONTINUED
DEBT SERVICE FUNDS - CONTINUED

<u>Fund Description</u>	<u>Delinquency Percentage Based on Net Requirements</u>	<u>Rate (%)</u>
Norwalk-La Mrda USD DS 2002 Sr 2005B	0	0.000000
Norwalk-La Mrda USD DS 2002 Ser 2009D	0	0.000000
Norwalk-La Mrda USD DS 2002 Ser 2009E	0	0.000000
Norwalk-La Mrda USD DS 2014 Ser A	0	0.000000
Norwalk-La Mrda USD DS 2015 Ref Bds	0	0.000000
Norwalk-La Mrda USD DS 2014 Ser B	0	0.000000
Norwalk-La Mrda USD DS 2014 Ser C	0	0.000000
Norwalk-La Mrda USD DS 2014 Ser D	0	0.000000
Norwalk-La Mrda USD DS 2014 Ser E	0	0.000000
Norwalk-La Mrda USD DS 2014 Ser F	0	0.000000
Palos Verdes Pen Unf DS 2000 Ser B	0	0.000000
Palos Verdes Pen Unf DS 2000 Ser C	0	0.000000
Palos Verdes Pen Unf DS Ref Bds Ser 2014A	0	0.000000
Palos Verdes Pen Unf DS Ref Bds Ser 2015	0	0.000000
Palos Verdes Pen Unf DS Ref Bds Ser 2016A	0	0.000000
Paramount Unif DS 1998 Ser B	0	0.000000
Paramount Unif DS 2006 Ser 2011	0	0.000000
Paramount Unif DS Ref Bds Ser 2015	0	0.000000
Paramount Unif DS 2016 Ser 2017A	0	0.000000
Paramount Unif DS 2016 Ser 2019B	0	0.000000
Paramount Unif DS 2016 Ser 2020C	0	0.000000
Paramount Unif DS Ref Bds Ser 2020	0	0.000000
Pasadena USD DS 2008 Ser 2016	0	0.000000
Pasadena USD DS 2016 Ref Bds Ser B	0	0.000000
Pasadena USD DS 2019 Ref Bds	0	0.000000
Pasadena USD DS 2020 Ser B	0	0.000000
Pasadena USD DS 2020 Ser C	0	0.000000
Pasadena USD DS 2020 Ser C-1	0	0.000000
Pomona Unif Sch DS Ref 2000 Ser A	0	0.000000
Pomona Unif Sch DS 2008 Ser B (QSCBs)	0	0.000000
Pomona Unif Sch DS 2008 Ser D (QSCBs)	0	0.000000
Pomona Unif Sch DS 2008 Ser F	0	0.000000
Pomona Unif Sch DS 2015 Ref Bds	0	0.000000
Pomona Unif Sch DS 2016 Ref Bds Ser B	0	0.000000
Pomona Unif Sch DS 2008 Ser G	0	0.000000
Pomona Unif Sch DS 2016 Ref Bds	0	0.000000
Pomona Unif Sch DS 2016 Ser A	0	0.000000
Pomona Unif Sch DS 2016 Ser C	0	0.000000
Pomona Unif Sch DS 2016 Ser D	0	0.000000
Pomona Unif Sch DS 2016 Ser E	0	0.000000
Pomona Unif Sch DS 2020 Ref Bds	0	0.000000
Pomona Unif Sch DS 2008 Ser H	0	0.000000
Pomona Unif Sch DS 2016 Ser F	0	0.000000
Pomona Unif Sch DS 2022 Ref Bds	0	0.000000
Pomona Unif Sch DS 2008 Ser I	0	0.000000
Pomona Unif Sch DS 2016 Ser G	0	0.000000

FISCAL YEAR 2025-26
SCHOOLS - CONTINUED
UNIFIED SCHOOL DISTRICTS - CONTINUED
DEBT SERVICE FUNDS - CONTINUED

<u>Fund Description</u>	<u>Delinquency Percentage Based on Net Requirements</u>	<u>Rate (%)</u>
Redondo Bch Unif DS 2008 Ser E	0	0.000000
Redondo Bch Unif DS 2008 Ser F (QSCBs)	0	0.000000
Redondo Bch Unif DS 2012 Ser A	0	0.000000
Redondo Bch Unif DS 2013 Ref Ser 2000E	0	0.000000
Redondo Bch Unif DS 2012 Ser B	0	0.000000
Redondo Bch Unif DS 2012 Ser C	0	0.000000
Redondo Bch Unif DS 2016 Ref Ser A	0	0.000000
Redondo Bch Unif DS 2017 Ref 2008 Ser D	0	0.000000
Redondo Bch Unif DS 2012 Ser D	0	0.000000
Redondo Bch Unif DS 2020 Ref Bds	0	0.000000
Redondo Bch Unif DS 2020 Ref Ser B	0	0.000000
Redondo Bch Unif DS 2022 Ref Ser A	0	0.000000
Rowland Hgts Unif DS 2000 Ser B	0	0.000000
Rowland Hgts Unif DS 2006 Ser B	0	0.000000
Rowland Hgts Unif DS 2006 Ser D (QSCBs)	0	0.000000
Rowland Hgts Unif DS 2013 Ref Bds	0	0.000000
Rowland USD DS 2012 Ser B	0	0.000000
Rowland Hgts Unif DS 2015 Ref Bds	0	0.000000
Rowland Hgts Unif DS 2019 Ref Bds	0	0.000000
Rowland USD DS 2020 Ref Bds	0	0.000000
Rowland USD DS 2012 Ser C	0	0.000000
San Gabriel USD DS 2002 Ser 2004B	0	0.000000
San Gabriel USD DS 2008 Ser B	0	0.000000
San Gabriel USD DS 2012 Ref Bds Ser B	0	0.000000
San Gabriel USD DS 2015 Ref Bds Ser A	0	0.000000
San Gabriel USD DS 2008 Ser D	0	0.000000
San Gabriel USD DS 2022 Ref Bds Ser A	0	0.000000
San Gabriel USD DS 2022 Ref Bds Ser B	0	0.000000
San Marino Unf DS 2000 Ser 2000A	0	0.000000

FISCAL YEAR 2025-26
SCHOOLS - CONTINUED
UNIFIED SCHOOL DISTRICTS - CONTINUED
DEBT SERVICE FUNDS - CONTINUED

<u>Fund Description</u>	<u>Delinquency Percentage Based on Net Requirements</u>	<u>Rate (%)</u>
Sta Mon-Mal Unif DS 2015 Ref Bds	0	0.000000
Sta Mon-Mal Unif DS 2016 Ref Ser B	0	0.000000
Sta Mon-Mal Unif DS 2016 Ref Ser C	0	0.000000
Sta Mon-Mal Unif DS 2012 Ser C	0	0.000000
Sta Mon-Mal Unif DS 2012 Ser D	0	0.000000
Sta Mon-Mal Unif SFID No.1 (Santa Monica) DS 2018 Ser A	0	0.000000
Sta Mon-Mal Unif SFID No.2 (Malibu) DS 2018 Ser A	0	0.000000
Sta Mon-Mal Unif DS 2019 Ref Bds	0	0.000000
Sta Mon-Mal Unif DS 2012 Ser E	0	0.000000
Sta Mon-Mal Unif DS 2020 Ref Bds	0	0.000000
Sta Mon-Mal Unif SFID No.1 (Santa Monica) DS 2018 Ser B	0	0.000000
Sta Mon-Mal Unif SFID No.2 (Malibu) DS 2018 Ser B	0	0.000000
Sta Mon-Mal Unif DS 2021 Ref Bds	0	0.000000
Sta Mon-Mal Unif SFID No.1 (Santa Monica) DS 2018 Ser C	0	0.000000
Sta Mon-Mal Unif SFID No.2 (Malibu) DS 2018 Ser C	0	0.000000
So Pasadena USD DS 1995 Ser D	0	0.000000
So Pasadena USD DS 2016 Ser A	0	0.000000
So Pasadena USD DS 2018 Ref 2002, Ser B	0	0.000000
So Pasadena USD DS 2016 Ser B	0	0.000000
So Pasadena USD DS 2022 Ref Bds	0	0.000000
So Pasadena USD DS 2016 Ser C	0	0.000000
Temple City Unif DS 1998 Ser B	0	0.000000
Temple City Unif DS 2012 Ser A	0	0.000000
Temple City Unif DS 2012 Ser B	0	0.000000
Temple City Unif DS 2017 Ref Bds	0	0.000000
Temple City Unif DS 2012 Ser C	0	0.000000
Temple City Unif DS 2019 Ref Bds	0	0.000000
Torrance Unif DS 2008 (Meas Z) Ser 2009B-1	0	0.000000
Torrance Unif DS 2008 (Meas Y) Ser 2011B (QSCBs)	0	0.000000
Torrance Unif DS 2014 (Meas T) Ser 2015	0	0.000000
Torrance Unif DS 2014 (Meas U) Ser 2015	0	0.000000
Torrance Unif DS Ref Bds Ser 2015	0	0.000000
Torrance Unif DS 2008 (Meas Y) Ser 2016	0	0.000000
Torrance Unif DS Ref Bds Ser 2016	0	0.000000
Torrance Unif DS 2014 (Meas T) Ser 2016	0	0.000000
Torrance Unif DS 2014 (Meas U) Ser 2016	0	0.000000
Torrance Unif DS Ref Bds Ser 2019	0	0.000000
Torrance Unif DS 2014 (Meas T), Ser 2025	0	0.000000

FISCAL YEAR 2025-26
SCHOOLS - CONTINUED
UNIFIED SCHOOL DISTRICTS - CONTINUED
DEBT SERVICE FUNDS - CONTINUED

<u>Fund Description</u>	<u>Delinquency Percentage Based on Net Requirements</u>	<u>Rate (%)</u>
Walnut Val Unif DS 2000 Ser D	0	0.000000
Walnut Val Unif DS 2000 Ser E	0	0.000000
Walnut Val Unif DS 2007 Ser B (Meas S)	0	0.000000
Walnut Val Unif DS 2014 Ref Bds Ser A	0	0.000000
Walnut Val Unif DS 2016 Ref Bds	0	0.000000
Walnut Val Unif DS 2016 Ser A	0	0.000000
Walnut Val Unif DS 2019 Ref Bds	0	0.000000
Walnut Val Unif DS 2016 Ser B	0	0.000000
Walnut Val Unif DS 2016 Ser C	0	0.000000
West Covina Unif DS 2002 Ref Ser A	0	0.000000
West Covina Unif DS 2012 Ref Bds	0	0.000000
West Covina Unif DS 2016 Ser A	0	0.000000
West Covina Unif DS 2016 Ser B	0	0.000000
West Covina Unif DS 2016 Ser C	0	0.000000
Wiseburn USD (Sch DS 2000 Ser 2000A)	0	0.000000
Wiseburn USD (Sch DS 2000 Ser 2001)	0	0.000000
Wiseburn USD (Sch DS 2007, 2008 Ser A)	0	0.000000
Wiseburn USD (Sch DS 2010, 2010 Ser A)	0	0.000000
Wiseburn USD (Sch DS 2010, 2011 Ser B)	0	0.000000
Wiseburn USD (Sch DS Ref Bds 2015 Ser A)	0	0.000000
Wiseburn USD (Sch DS Ref Bds 2016 Ser A)	0	0.000000
Wiseburn USD (Sch DS 2022 Ser A)	0	0.000000
Wiseburn-Centinela (Un HSD DS 2002 Ref Ser A)	0	0.000000
Wiseburn USD (Sch DS 2023 Ref Bds)	0	0.000000
Wiseburn-Centinela (Un HSD DS 2004 Ref Ser A)	0	0.000000
Wiseburn-Centinela (Un HSD DS 2008 Ser A)	0	0.000000
Wiseburn-Centinela (Un HSD DS 2008, 2014 Ser C)	0	0.000000
Wiseburn-Centinela (Un HSD DS 2008, 2014 Ser D)	0	0.000000
Wiseburn-Centinela (Un HSD DS 2016 Ref Bds)	0	0.000000
Wiseburn-Centinela (Un HSD DS 2016 Ref Bds Ser B)	0	0.000000
Wiseburn-Centinela (Un HSD DS 2016 Ref Bds Ser C)	0	0.000000
Wiseburn-Centinela (Un HSD DS 2020 Ref Bds)	0	0.000000

FISCAL YEAR 2025-26
SCHOOLS - CONTINUED

<u>Fund Description</u>	<u>Unit Rate</u>	<u>Total District Rate</u>
<u>ORANGE COUNTY</u>		
Lowell Joint Sch DS 2018 Ser 2019 Debt Service	0.000000	0.000000
Lowell Joint Sch DS 2018 Ser 2020 Debt Service	0.000000	0.000000
Fullerton Union High "2014" Ser A (2015) Debt Service	0.000000	0.000000
Fullerton Union High "2014" Ser B (2017) Debt Service	0.000000	0.000000
Fullerton Union High "2014" Ser C (2018) Debt Service	0.000000	0.000000
Fullerton Union High "2014" Ser D (2019) Debt Service	0.000000	0.000000
Fullerton Union High "2014" Ser E (2020) Debt Service	0.000000	0.000000
Fullerton Un Hi "2020" Ref Bds Debt Service	0.000000	0.000000
Fullerton Un Hi "2021" Ref Bds Debt Service	0.000000	0.000000
N Orange County CC "2014" Ser C Debt Service	0.000000	0.000000
North Orange Co. CC "2002" Ser 2003 B Debt Service	0.000000	0.000000
N Orange County CC "2014" Ser 2016A Debt Service	0.000000	0.000000
N Orange County CC "2014" Ser B Debt Service	0.000000	0.000000
<u>SAN BERNARDINO COUNTY</u>		
Victor Valley JT Comm Coll Bond (SB01-DD06) Debt Service	0.000000	0.000000

BE IT FURTHER RESOLVED that the Board of Supervisors of the County of Los Angeles does hereby levy taxes upon the taxable property of the County at the rates herein fixed upon the full assessed valuation of property which is legally subject to such tax.

The foregoing resolution was adopted on the ____ day of _____, 20____, by the Board of Supervisors of the County of Los Angeles and *ex officio* the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts.

EDWARD YEN, Executive Officer-
Clerk of the Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
COUNTY COUNSEL

By  _____
MICHAEL S. BUENNAGEL
Senior Deputy County Counsel
Government Services Division