



County of Los Angeles  
**CHIEF EXECUTIVE OFFICE  
OPERATIONS CLUSTER**

FESIA A. DAVENPORT  
Chief Executive Officer

**DATE:** August 24, 2022  
**TIME:** 2:00 P.M. – 4:00 P.M.  
**LOCATION:** **TELECONFERENCE CALL-IN NUMBER: 1(323)776-6996**  
**TELECONFERENCE ID: 439827168#**

To Join Via Phone, Dial 1(323)776-6996, Then Press 439827168#.

**YOU CAN ALSO JOIN THIS MEETING BY CLICKING ON THE FOLLOWING LINK:**

[Click here to join the meeting](#)

**THIS MEETING WILL CONTINUE TO BE CONDUCTED VIRTUALLY TO ENSURE THE SAFETY OF MEMBERS OF THE PUBLIC AND EMPLOYEES AS PERMITTED UNDER STATE LAW**

**AGENDA**

Members Of The Public May Address The Operations Cluster On Any Agenda Item After All Informational Items Are Presented.  
Two (2) Minutes Are Allowed For Each Item.

1. **Call To Order – Koffi Kouassi/Anthony Baker**
2. **INFORMATIONAL ITEM(S):**
  - A) Board Letter:  
COUNTYWIDE CLASSIFICATION/COMPENSATION ACTIONS TO IMPLEMENT THE FISCAL YEAR 2022-2023 ADOPTED BUDGET AND OTHER CLASSIFICATION/COMPENSATION ACTIONS  
CEO/CLASSIFICATION – Jennifer Revuelta, Principal Analyst
  - B) Board Letter:  
RECOMMENDATION TO AWARD A CONTRACT FOR SPECIAL TAX CONSULTING SERVICES TO DAVID TAUSSIG AND ASSOCIATES, INC. DBA DTA  
TTC – Keith Knox, Treasurer and Tax Collector;  
Elizabeth Buenrostro Ginsberg, Chief Deputy; and  
Daniel Wiles, Assistant Treasurer and Tax Collector

**CONTINUED ON PAGE 2**

- C) Board Letter:  
RECOMMENDATION TO AWARD A CONTRACT FOR DRAYAGE SERVICES TO STERLING VAN LINES, INC.  
TTC – Keith Knox, Treasurer and Tax Collector;  
Elizabeth Buenrostro Ginsberg, Chief Deputy; and  
Daniel Wiles, Assistant Treasurer and Tax Collector
  
- D) Board Letter:  
AUTHORIZATION TO ACCEPT AND IMPLEMENT A GRANT AWARD:  
FROM THE CALIFORNIA ENERGY COMMISSION FOR THE CHARGING INTO THE FUTURE WITH LOS ANGELES COUNTY’S PUBLIC HOUSING RESIDENTS PROJECT  
ISD – Minh Le, General Manager and  
Alex Mena, Program Manager - Clean Transportation

3. **PRESENTATION/DISCUSSION ITEMS:**

- A) BI-ANNUAL STATUS REPORT ON POWER PURCHASE AGREEMENTS AND ENERGY SERVICE AGREEMENTS FOR COUNTY BUILDINGS  
ISD – Minh Le, General Manager and  
Scott Manchan, Section Manager - Energy Projects

4. **Public Comment**  
(2 Minutes Each Speaker)

5. **Adjournment**

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**FUTURE AGENDA TOPICS**

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**CALENDAR LOOKAHEAD:**

- A) ISD – REQUEST FOR APPROVAL TO AWARD AND EXECUTE COMMUNITY BROADBAND NETWORK SERVICES MASTER AGREEMENTS
  
- B) ISD – INTRODUCTION OF AN ORDINANCE AMENDING CHAPTER 5.90 (VEHICLE TRIP REDUCTION-RIDESHARING) OF CHAPTER 5 (PERSONNEL) OF THE LOS ANGELES COUNTY CODE
  
- C) DHS – APPROVAL OF AMENDMENT NO. 15 TO SOLE SOURCE AGREEMENT NO. 77540 WITH 3M HEALTH INFORMATION SYSTEMS, INC.
  
- D) DPH – ADVANCE NOTIFICATION OF INTENT TO EXECUTE A SOLE SOURCE AMENDMENT TO AGREEMENT HA-707157 WITH NETSMART TECHNOLOGIES, INC.
  
- E) CEO/RE – SEVEN-YEAR LEASE, DEPARTMENT OF PUBLIC SOCIAL SERVICES, 3307 NORTH GLENOAKS BOULEVARD, BURBANK

**BOARD LETTER/MEMO  
CLUSTER FACT SHEET**

Board Letter

Board Memo

Other

<b>CLUSTER AGENDA REVIEW DATE</b>	8/24/2022	
<b>BOARD MEETING DATE</b>	9/13/2022	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	CHIEF EXECUTIVE OFFICE	
<b>SUBJECT</b>	COUNTYWIDE CLASSIFICATION/COMPENSATION ACTIONS TO IMPLEMENT THE FISCAL YEAR 2022-2023 ADOPTED BUDGET AND OTHER CLASSIFICATION/COMPENSATION ACTIONS	
<b>PROGRAM</b>		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>		
<b>COST &amp; FUNDING</b>	Total cost: Included in the FY 2022-23 Adopted Budget	Funding source:
	TERMS (if applicable):	
	Explanation:	
<b>PURPOSE OF REQUEST</b>	TO IMPLEMENT THE FISCAL YEAR 2022-2023 ADOPTED BUDGET AND OTHER CLASSIFICATION/COMPENSATION ACTIONS	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<ol style="list-style-type: none"> <li>Implementation of Adopted Budget allocations which were approved in-concept by the Board on June 27, 2022.</li> <li>Update the departmental staffing provisions by adding three (3) new departments:             <ul style="list-style-type: none"> <li>• Aging and Disabilities Department</li> <li>• Department of Economic Opportunity</li> <li>• Department of youth development</li> </ul> </li> <li>Change the Title of one (1) unclassified classification:             <ul style="list-style-type: none"> <li>• Chief Deputy Director, WDACS (UC) to Chief Deputy Director, Aging and Disabilities (UC)</li> </ul> </li> <li>Deletion of four (4) represented classifications:             <ul style="list-style-type: none"> <li>• Animal Shelter Aid (2978)</li> <li>• Computer Operations Duty Manager (2509)</li> <li>• Regional Planner I (4439)</li> <li>• Supervising Witness Assistant, DA (1218)</li> </ul> </li> </ol>	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Jennifer Revuelta, Principal Analyst, (213) 974-1873, <a href="mailto:jrevuelta@ceo.lacounty.gov">jrevuelta@ceo.lacounty.gov</a>	



**CEO September 13, 2022  
Fiscal Year 2022-23  
Adopted Budget  
Board Letter Summary**

CEO Classification/Compensation Contact Information:

Jennifer Revuelta, Principal Analyst, (213) 974-1783, [jrevuelta@ceo.lacounty.gov](mailto:jrevuelta@ceo.lacounty.gov)

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Vanessa Tuculet, (213) 974-4016, [vtuculet@ceo.lacounty.gov](mailto:vtuculet@ceo.lacounty.gov)

This Board Letter includes:

1. Implementation of Adopted Budget allocations which were approved in-concept by the Board on June 27, 2022.
2. Update the departmental staffing provisions by adding three (3) new departments:
  - Aging and Disabilities Department
  - Department of Economic Opportunity
  - Department of youth development
3. Change the Title of one (1) unclassified classification:
  - Chief Deputy Director, WDACS (UC) to Chief Deputy Director, Aging and Disabilities (UC)
4. Deletion of four (4) represented classifications:
  - Animal Shelter Aid (2978)
  - Computer Operations Duty Manager (2509)
  - Regional Planner I (4439)
  - Supervising Witness Assistant, DA (1218)





# County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 713, Los Angeles, California 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

FESIA A. DAVENPORT  
Chief Executive Officer

Board of Supervisors  
HILDA L. SOLIS  
First District

HOLLY J. MITCHELL  
Second District

SHEILA KUEHL  
Third District

JANICE HAHN  
Fourth District

KATHRYN BARGER  
Fifth District

September 13, 2022

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:

**COUNTYWIDE CLASSIFICATION/COMPENSATION ACTIONS TO  
IMPLEMENT THE FISCAL YEAR 2022-2023 ADOPTED BUDGET  
AND OTHER CLASSIFICATION/COMPENSATION ACTIONS  
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

This letter and accompanying ordinance will update the departmental staffing provisions related to the approval of the Fiscal Year (FY) 2022-2023 Adopted Budget, as well as provide technical adjustments and corrections to reflect earlier Board-approved budget and classification actions. In addition, this letter and accompanying ordinance will update the departmental staffing provisions by adding three (3) new departments; by changing the title of one (1) unclassified classification; and by deleting four (4) represented classifications.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve the accompanying ordinance amending Title 6, Salaries, of the County Code to update the departmental staffing provisions to reflect positions allocated, deleted, and transferred in the FY 2022-2023 Adopted Budget and to implement routine technical adjustments and corrections to reflect earlier Board-approved budget and classification actions.
2. Approve the accompanying ordinance amending Title 6, Salaries, of the County Code to add three (3) new departments: the Aging and Disabilities Department, the Department of Economic Opportunity, and the Department of Youth Development (DYD).

3. Approve the accompanying ordinance amending Title 6, Salaries, of the County Code to change the title of one (1) unclassified classification.
4. Approve in the Classification Plan the deletion of four (4) vacant represented classifications.

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

The following summarizes the purpose/justification of the recommended actions:

#### **FY 2022-2023 Adopted Budget**

The subject budget phase was approved, in concept, by the Board of Supervisors (Board) on June 27, 2022. Since that time, we have been working to gather and analyze the required information to determine and allocate the appropriate classification and level of new positions. This letter implements these specific changes to the departmental staffing provisions.

The Board's approval of the attached ordinance will fulfill the Charter requirement to provide for the number of County employees. It will also provide the authority for County departments to fill new positions allocated in the FY 2022-2023 Adopted Budget, delete positions which are obsolete, and make other adjustments as necessary. These recommendations are a routine part of the annual budget process.

#### **Routine Adjustments and Corrections**

Routine adjustments and corrections are being made to the ordinance to provide for staffing provisions for various County departments. These adjustments include position deletions and adjusting entries from previous classification actions such as reorganizations and mid-year allocations.

#### **New Departments**

On a November 24, 2020 Board motion, the Board adopted the core values summarized in the October 2020 report of the Youth Justice Work Group entitled "Los Angeles County: Youth Justice Reimagined" and directed the Chief Executive Officer (CEO), in conjunction with County Counsel, the Auditor-Controller, Office of Diversion and Reentry Division of Youth Diversion and Development, the Probation Department, the Department of Human Resources, and other relevant County departments and partners to move forward with transitioning the County's youth justice system to the care-first model. On May 24, 2022, the Board adopted an ordinance amending Title 2,

Administration, of the County Code to establish DYD. Based upon this, we are recommending amendment of Title 6, Salaries, of the County Code to reflect the establishment of this new department.

The new DYD will coordinate investments in youth development and capacity-building needed to equitably reduce justice system involvement for youth and assume responsibility for the phased transition of juvenile probation functions over time. The department will direct the planning, development, and implementation of alternatives to youth arrest and incarceration designed to support the wellbeing of all young people in Los Angeles County and advance the Youth Justice Reimagined model for an equitable, care-first youth justice system transformation.

On April 20, 2021, the Board directed the CEO, Workforce Development, Aging and Community Services (WDACS), Auditor-Controller, and other relevant departments to implement a phased approach to begin the dissolution of WDACS while working towards transitioning its existing programs and services into two new departments. On May 17, 2022, the Board adopted an ordinance amending Title 2, Administration, of the County Code to establish the Aging and Disabilities Department and the Department of Economic Opportunity, and to cause the dissolution of WDACS. Based upon this, we are recommending amendment of Title 6, Salaries, of the County Code to reflect the establishment of these two new departments.

The new Aging and Disabilities Department will provide critical programs and services that meet the needs of the rapidly growing aging population and people with disabilities. The department will work to implement strategies and enact meaningful initiatives that support the independence and dignity of older adults and adults with disabilities alike. The new Department of Economic Opportunity will provide vital pathways to a full range of economic and workforce programs established to administer assistance, provide economic data and analysis, and meet the needs of the evolving workforce in the County of Los Angeles.

#### Title Change

We are recommending a title change for the Chief Deputy Director, Workforce Development, Aging and Community Services (UC) (Item No. 8232) to Chief Deputy Director, Aging and Disabilities (UC) (Attachment). The title change will appropriately align the classification with its placement in the newly established Aging and Disabilities Department and reflect the name of this new department.

### Deleted Classifications

In conjunction with our continuing goal of reducing classifications, we are recommending the deletion of four (4) vacant represented classifications (Attachment). The represented classifications have been approved for deletion by the Employee Relations Commission, and the affected departments have been informed and concur with this action. This recommendation is consistent with the County's strategy to reduce the number of obsolete classifications.

### Implementation of Strategic Plan Goals

Approval of the accompanying ordinance will further the County Strategic Plan Goal III – Realize Tomorrow's Government Today. Specifically, it will address Strategy III.3 to Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

### FISCAL IMPACT/FINANCING

The cost of and financing for the new position recommendations have been included in the FY 2022-2023 Adopted Budget. There is no cost associated with any other actions in this ordinance.

### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to Article III, Section 11(3) of the Charter of the County of Los Angeles, the Board of Supervisors is "to provide, by ordinance, for the number of assistants, deputies, clerks, attaches, and other persons employed in the service of the County." The County Charter also authorizes the establishment and maintenance of "a classification plan and the classification of all positions." This responsibility is further delineated in Civil Service Rule 5.

The accompanying ordinance implementing amendments to Title 6, Salaries, of the County Code has been approved as to form by County Counsel.

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

Approval of these recommendations will enable departments to effect personnel actions associated with the FY 2022-2023 Adopted Budget and other classification actions.

Respectfully submitted,

FESIA A. DAVENPORT  
Chief Executive Officer

FAD:JMN:AC:AYH  
JR:CL:mmg

Enclosures

c: Executive Office, Board of Supervisors  
County Counsel  
Auditor-Controller  
Human Resources  
Affected Departments

## CLASSIFICATION PLAN CHANGES

ATTACHMENT

### UNCLASSIFIED CLASSIFICATION RECOMMENDED FOR TITLE CHANGE IN THE CLASSIFICATION PLAN

Item No.	Current Title	Recommended New Title
8232	Chief Deputy Director, Workforce Development, Aging, and Community Services (UC)	Chief Deputy Director, Aging and Disabilities (UC)

### REPRESENTED CLASSIFICATIONS RECOMMENDED FOR DELETION FROM THE CLASSIFICATION PLAN

Item No.	Title
2978	Animal Shelter Aid
2509	Computer Operations Duty Manager
4439	Regional Planner I
1218	Supervising Witness Assistant, DA

## ANALYSIS

This ordinance amends Title 6 – Salaries of the Los Angeles County Code by:

- Changing the title of one unclassified classification;
- Changing the title of Chapter 6.58 from Department of Workforce

Development, Aging and Community Services to reflect the establishment of Aging and Disabilities Department:

- Adding sections to reflect the establishment of two (2) new departments, Economic Opportunity and Youth Development; and
- Adding, deleting, and/or changing certain employee classifications and number of ordinance positions in the departments of Aging and Disabilities, Agricultural Commissioner/Weights and Measures, Alternate Public Defender, Arts and Culture, Assessor, Beaches and Harbors, Board of Supervisors, Chief Executive Officer, Child Support Services, Consumer and Business Affairs, County Counsel, District Attorney, Economic Opportunity, Fire, Health Services, Human Resources, Medical Examiner-Coroner, Mental Health, Parks and Recreation, Probation, Public Defender, Public Health, Public Social Services, Regional Planning, Registrar-Recorder/County Clerk, Sheriff, Treasurer and Tax Collector, Workforce Development, Aging and Community Services, and Youth Development.

DAWYN R. HARRISON  
Acting County Counsel

By:  
RICHARD D. BLOOM  
Principal Deputy County Counsel  
Labor & Employment Division

RDB:

**ORDINANCE NO. \_\_\_\_\_**

An ordinance amending Title 6 – Salaries of the Los Angeles County Code to delete one unclassified classification; add three new departments; and add, delete, and/or change certain employee classifications and number of ordinance positions in various departments as a result of the budget process for FY 2022-2023.

The Board of Supervisors of the County of Los Angeles ordains as follows:

**SECTION 1.** Section 6.28.050 (Tables of Classes of Positions with Salary Schedule and Level) is hereby amended to change the title of the following class:

<b>ITEM NO.</b>	<b>TITLE</b>
8232	<u>CHIEF DEPUTY DIRECTOR,WDACS(UC)</u> <u>CHIEF DEP DIR,AGING &amp; DISABILITIES(UC)</u>

**SECTION 2.** Section 6.32.010 (Agricultural Commissioner/Weights and Measures) is hereby amended to add the following classes and number of ordinance positions:

<b>ITEM NO.</b>	<b>NO. OF ORDINANCE POSITIONS</b>	<b>TITLE</b>
<u>0657A</u>	<u>1</u>	<u>ACCOUNTING OFFICER II</u>
<u>2526A</u>	<u>1</u>	<u>PRINCIPAL APPLICATION DEVELOPER</u>
<u>2547A</u>	<u>1</u>	<u>SENIOR IT TECHNICAL SUPPORT ANALYST</u>



**SECTION 3.** Section 6.32.010 (Agricultural Commissioner/Weights and Measures) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1002A	4 <u>5</u>	ADMINISTRATIVE SERVICES MANAGER I
1848A	2 <u>4</u>	MANAGEMENT ANALYST
1843A	4 <u>2</u>	SENIOR DEPARTMENTAL PERSONNEL ASST

**SECTION 4.** Section 6.33.010 (Alternate Public Defender) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>2901N</u>	<u>5</u>	<u>INVESTIGATOR II,PD</u>
<u>2161N</u>	<u>1</u>	<u>LEGAL OFFICE SUPPORT ASSISTANT II</u>
<u>9232N</u>	<u>2</u>	<u>PARALEGAL</u>
<u>2168N</u>	<u>1</u>	<u>SUPVGV LEGAL OFFICE SUPPORT ASST</u>

**SECTION 5.** Section 6.33.010 (Alternate Public Defender) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
9256N	6 <u>11</u>	DEPUTY ALTERNATE PUBLIC DEFENDER III

9257N	<del>44</del>	<u>13</u>	DEPUTY ALTERNATE PUBLIC DEFENDER IV
2161A	<del>15</del>	<u>17</u>	LEGAL OFFICE SUPPORT ASSISTANT II
9232A	4	<u>9</u>	PARALEGAL
9035N	<del>2</del>	<u>4</u>	PSYCHIATRIC SOCIAL WORKER II

**SECTION 6.** Section 6.36.010 (Department of Arts and Culture) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8814A	9	<u>11</u> SR PROG ASSOCIATE,ARTS AND CULTURE

**SECTION 7.** Section 6.38.010 (Assessor) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2201A	4	TRANSCRIBER TYPIST

**SECTION 8.** Section 6.38.010 (Assessor) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>1763A</u>	<u>1</u>	<u>DATA SCIENTIST</u>

**SECTION 9.** Section 6.38.010 (Assessor) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0642A	2 <u>1</u>	ACCOUNTING TECHNICIAN I
1004A	4 <u>2</u>	ADMINISTRATIVE SERVICES MANAGER III
1965A	<del>193</del> <u>196</u>	APPRAISER SPECIALIST I
1974A	40 <u>11</u>	CHIEF APPRAISER
1182A	5 <u>6</u>	CHIEF CLERK
1357A	5 <u>2</u>	HEAD,SUPPORT SERVICES,ASSESSOR
1138A	<del>182</del> <u>174</u>	INTERMEDIATE CLERK
1363A	2 <u>5</u>	OWNERSHIP SERVICES SUPERVISOR II
7575A	2 <u>1</u>	PRINTER I
1140A	<del>204</del> <u>199</u>	SENIOR CLERK
2104A	42 <u>14</u>	SENIOR SECRETARY V
1968A	85 <u>87</u>	SUPERVISING APPRAISER

**SECTION 10.** Section 6.42.010 (Department of Beaches and Harbors) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2214A	2 <u>3</u>	INTERMEDIATE TYPIST-CLERK
1140A	5 <u>6</u>	SENIOR CLERK

**SECTION 11.** Section 6.44.010 (Department of the Board of Supervisors) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>8109A</u>	<u>1</u>	<u>COMMUNITY SERVICES COORDINATOR I</u>

**SECTION 12.** Section 6.44.010 (Department of the Board of Supervisors) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2915A	<del>5</del> <u>7</u>	INVESTIGATOR II

**SECTION 13.** Section 6.50.010 (Department of the Chief Executive Officer) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0830A	<del>112</del> <u>113</u>	PRINCIPAL ANALYST,CEO
0817A	<del>45</del> <u>46</u>	PROGRAM SPECIALIST III,CEO
0818A	<del>32</del> <u>34</u>	PROGRAM SPECIALIST IV,CEO
0829A	<del>75</del> <u>76</u>	SENIOR ANALYST,CEO

**SECTION 14.** Section 6.52.010 (Department of Medical Examiner-Coroner) is hereby amended to add the following classes and number of ordinance positions:

<b>ITEM NO.</b>	<b>NO. OF ORDINANCE POSITIONS</b>	<b>TITLE</b>
<u>1176A</u>	<u>1</u>	<u>INTERMEDIATE SUPERVISING CLERK</u>
<u>2216N</u>	<u>2</u>	<u>SENIOR TYPIST-CLERK</u>

**SECTION 15.** Section 6.52.010 (Department of Medical Examiner-Coroner) is hereby amended to change the number of ordinance positions for the following class:

<b>ITEM NO.</b>	<b>NO. OF ORDINANCE POSITIONS</b>	<b>TITLE</b>
8243F	4 <del>3</del>	STUDENT PROFESSIONAL WORKER I

**SECTION 16.** Section 6.55.010 (Child Support Services Department) is hereby amended to delete the following class and number of ordinance positions:

<b>ITEM NO.</b>	<b>NO. OF ORDINANCE POSITIONS</b>	<b>TITLE</b>
1044A	4	ADMINISTRATIVE DEPUTY II

**SECTION 17.** Section 6.55.010 (Child Support Services Department) is hereby amended to add the following class and number of ordinance positions:

<b>ITEM NO.</b>	<b>NO. OF ORDINANCE POSITIONS</b>	<b>TITLE</b>
<u>1045A</u>	<u>1</u>	<u>ADMINISTRATIVE DEPUTY II(UC)</u>

**SECTION 18.** Chapter 6.58 is hereby amended to read as follows:

**Chapter 6.58**      ~~DEPARTMENT OF WORKFORCE DEVELOPMENT,~~  
~~AGING AND COMMUNITY SERVICES~~ AGING AND DISABILITIES DEPARTMENT

**SECTION 19.** Section 6.58.010 (Aging and Disabilities Department) is hereby deleted in its entirety and replaced with the following:

**6.58.010 - Positions.**

<b>ITEM NO.</b>	<b>NO. OF ORDINANCE POSITIONS</b>	<b>TITLE</b>
<u>0647A</u>	<u>3</u>	<u>ACCOUNTANT II</u>
<u>0648A</u>	<u>4</u>	<u>ACCOUNTANT III</u>
<u>0648N</u>	<u>2</u>	<u>ACCOUNTANT III</u>
<u>0657N</u>	<u>2</u>	<u>ACCOUNTING OFFICER II</u>
<u>0642A</u>	<u>1</u>	<u>ACCOUNTING TECHNICIAN I</u>
<u>0889N</u>	<u>1</u>	<u>ADMINISTRATIVE ASSISTANT III</u>
<u>1045A</u>	<u>1</u>	<u>ADMINISTRATIVE DEPUTY II(UC)</u>
<u>1002A</u>	<u>17</u>	<u>ADMINISTRATIVE SERVICES MANAGER I</u>
<u>1002N</u>	<u>3</u>	<u>ADMINISTRATIVE SERVICES MANAGER I</u>
<u>1003A</u>	<u>6</u>	<u>ADMINISTRATIVE SERVICES MANAGER II</u>
<u>1003N</u>	<u>5</u>	<u>ADMINISTRATIVE SERVICES MANAGER II</u>
<u>1004A</u>	<u>1</u>	<u>ADMINISTRATIVE SERVICES MANAGER III</u>
<u>1004N</u>	<u>3</u>	<u>ADMINISTRATIVE SERVICES MANAGER III</u>
<u>2521A</u>	<u>2</u>	<u>APPLICATION DEVELOPER II</u>

<u>8230A</u>	<u>3</u>	<u>ASST DIR,COMMUNITY &amp; SR SERVS(UC)</u>
<u>8195N</u>	<u>1</u>	<u>CHIEF COMMUNITY SERVICES ANALYST</u>
<u>8232A</u>	<u>1</u>	<u>CHF DEP DIR,AGING &amp; DISABILITIES(UC)</u>
<u>8168A</u>	<u>7</u>	<u>COMMUNITY CENTER DIRECTOR I</u>
<u>8168N</u>	<u>2</u>	<u>COMMUNITY CENTER DIRECTOR I</u>
<u>8169A</u>	<u>5</u>	<u>COMMUNITY CENTER DIRECTOR II</u>
<u>8204A</u>	<u>11</u>	<u>COMMUNITY CENTER SPECIALIST II</u>
<u>8103A</u>	<u>7</u>	<u>COMMUNITY HEALTH WORKER</u>
<u>8103F</u>	<u>5</u>	<u>COMMUNITY HEALTH WORKER</u>
<u>8103N</u>	<u>6</u>	<u>COMMUNITY HEALTH WORKER</u>
<u>8190A</u>	<u>9</u>	<u>COMMUNITY SERVICES ANALYST II</u>
<u>8190N</u>	<u>1</u>	<u>COMMUNITY SERVICES ANALYST II</u>
<u>8191A</u>	<u>1</u>	<u>COMMUNITY SERVICES ANALYST III</u>
<u>8191N</u>	<u>2</u>	<u>COMMUNITY SERVICES ANALYST III</u>
<u>4229A</u>	<u>5</u>	<u>CONTRACT PROGRAM MONITOR</u>
<u>4229N</u>	<u>2</u>	<u>CONTRACT PROGRAM MONITOR</u>
<u>2620A</u>	<u>1</u>	<u>DATABASE ADMINISTRATOR</u>
<u>2579A</u>	<u>1</u>	<u>DEPT CHIEF INFORMATION OFFR I(UC)</u>
<u>1053A</u>	<u>1</u>	<u>DEPARTMENTAL FINANCE MANAGER II</u>
<u>1884A</u>	<u>1</u>	<u>DEPTL HUMAN RESOURCES MANAGER II</u>
<u>2611A</u>	<u>1</u>	<u>DEPTL INFO SECURITY OFFICER I</u>
<u>8239L</u>	<u>1</u>	<u>DIR,AGING &amp; DISABILITIES DEPARTMENT(UC)</u>

<u>1120A</u>	<u>1</u>	<u>EXECUTIVE ASSISTANT</u>
<u>2122A</u>	<u>1</u>	<u>EXECUTIVE SECRETARY III</u>
<u>0752A</u>	<u>2</u>	<u>FISCAL OFFICER I</u>
<u>0753A</u>	<u>1</u>	<u>FISCAL OFFICER II</u>
<u>4413N</u>	<u>1</u>	<u>GEOGRAPHIC INFO SYSTEMS ANALYST</u>
<u>1595A</u>	<u>1</u>	<u>HEAD,MARKETING AND COMMUNICATIONS</u>
<u>8021A</u>	<u>4</u>	<u>HUMAN SERVICES ADMINISTRATOR I</u>
<u>8021N</u>	<u>12</u>	<u>HUMAN SERVICES ADMINISTRATOR I</u>
<u>8022A</u>	<u>4</u>	<u>HUMAN SERVICES ADMINISTRATOR II</u>
<u>8022N</u>	<u>7</u>	<u>HUMAN SERVICES ADMINISTRATOR II</u>
<u>8023A</u>	<u>1</u>	<u>HUMAN SERVICES ADMINISTRATOR III</u>
<u>8023N</u>	<u>2</u>	<u>HUMAN SERVICES ADMINISTRATOR III</u>
<u>2591A</u>	<u>1</u>	<u>INFORMATION SYSTEMS ANALYST II</u>
<u>2591N</u>	<u>3</u>	<u>INFORMATION SYSTEMS ANALYST II</u>
<u>2565A</u>	<u>1</u>	<u>INFORMATION TECHNOLOGY MANAGER I</u>
<u>2598A</u>	<u>1</u>	<u>INFORMATION TECHNOLOGY SUPERVISOR</u>
<u>2214A</u>	<u>6</u>	<u>INTERMEDIATE TYPIST-CLERK</u>
<u>2214N</u>	<u>6</u>	<u>INTERMEDIATE TYPIST-CLERK</u>
<u>0735N</u>	<u>1</u>	<u>INVENTORY CONTROL ASSISTANT I</u>
<u>6068N</u>	<u>1</u>	<u>LIGHT BUS DRIVER</u>
<u>1848A</u>	<u>4</u>	<u>MANAGEMENT ANALYST</u>
<u>1848N</u>	<u>13</u>	<u>MANAGEMENT ANALYST</u>



<u>9436</u>	<u>16</u>	<u>MEMBER,COMMISSION ON DISABILITIES</u>
<u>9321F</u>	<u>19</u>	<u>NEIGHBORHOOD WORKER,SENIOR CITIZENS,NC</u>
<u>2550N</u>	<u>1</u>	<u>OPERATING SYSTEMS ANALYST</u>
<u>2526A</u>	<u>1</u>	<u>PRINCIPAL APPLICATION DEVELOPER</u>
<u>2594A</u>	<u>1</u>	<u>PRINCIPAL INFO SYSTEMS ANALYST</u>
<u>2343N</u>	<u>1</u>	<u>PROCUREMENT AID</u>
<u>2344A</u>	<u>1</u>	<u>PROCUREMENT ASSISTANT I</u>
<u>8194A</u>	<u>6</u>	<u>PROGRAM MANAGER,WDACS</u>
<u>1607A</u>	<u>1</u>	<u>PUBLIC INFORMATION ASSOCIATE</u>
<u>2094A</u>	<u>1</u>	<u>SECRETARY I</u>
<u>2094N</u>	<u>3</u>	<u>SECRETARY I</u>
<u>2095A</u>	<u>1</u>	<u>SECRETARY II</u>
<u>2095N</u>	<u>1</u>	<u>SECRETARY II</u>
<u>2096N</u>	<u>1</u>	<u>SECRETARY III</u>
<u>0666A</u>	<u>1</u>	<u>SENIOR ACCOUNTING SYSTEMS TECH</u>
<u>2525N</u>	<u>1</u>	<u>SENIOR APPLICATION DEVELOPER</u>
<u>1140N</u>	<u>3</u>	<u>SENIOR CLERK</u>
<u>2593N</u>	<u>1</u>	<u>SENIOR INFORMATION SYSTEMS ANALYST</u>
<u>2585A</u>	<u>1</u>	<u>SENIOR INFORMATION TECHNOLOGY AIDE</u>
<u>2547A</u>	<u>2</u>	<u>SENIOR IT TECHNICAL SUPPORT ANALYST</u>
<u>2116A</u>	<u>1</u>	<u>SENIOR MANAGEMENT SECRETARY III</u>
<u>2102A</u>	<u>4</u>	<u>SENIOR SECRETARY III</u>

<u>2102N</u>	<u>3</u>	<u>SENIOR SECRETARY III</u>
<u>2216A</u>	<u>4</u>	<u>SENIOR TYPIST-CLERK</u>
<u>2216N</u>	<u>4</u>	<u>SENIOR TYPIST-CLERK</u>
<u>9058A</u>	<u>9</u>	<u>SOCIAL SERVICES SUPERVISOR</u>
<u>9058N</u>	<u>26</u>	<u>SOCIAL SERVICES SUPERVISOR</u>
<u>9051A</u>	<u>65</u>	<u>SOCIAL WORKER</u>
<u>9051F</u>	<u>10</u>	<u>SOCIAL WORKER</u>
<u>9051N</u>	<u>124</u>	<u>SOCIAL WORKER</u>
<u>1609A</u>	<u>1</u>	<u>SR PUBLIC INFORMATION SPECIALIST</u>
<u>0907N</u>	<u>2</u>	<u>STAFF ASSISTANT I</u>
<u>0913A</u>	<u>2</u>	<u>STAFF ASSISTANT II</u>
<u>0913N</u>	<u>3</u>	<u>STAFF ASSISTANT II</u>
<u>0915N</u>	<u>1</u>	<u>STAFF ASSISTANT III</u>
<u>9132N</u>	<u>1</u>	<u>STAFF DEVELOPMENT SPEC,SOC WORK</u>
<u>2482F</u>	<u>2</u>	<u>STUDENT PROF WORKER,INFO TECH</u>
<u>8242F</u>	<u>2</u>	<u>STUDENT WORKER</u>
<u>2219A</u>	<u>1</u>	<u>SUPERVISING TYPIST-CLERK</u>
<u>7142A</u>	<u>1</u>	<u>VIDEO PRODUCTION SPECIALIST</u>

**SECTION 20.** Chapter 6.59 is hereby added to read as follows:

**Chapter 6.59**

**DEPARTMENT OF ECONOMIC OPPORTUNITY**

**6.59 Department of Economic Opportunity**

**6.59.010 Positions**

<b>ITEM NO.</b>	<b>NO. OF ORDINANCE POSITIONS</b>	<b>TITLE</b>
0647A	7	ACCOUNTANT II
0647N	1	ACCOUNTANT II
0648N	4	ACCOUNTANT III
0657A	2	ACCOUNTING OFFICER II
0642A	1	ACCOUNTING TECHNICIAN I
0889A	3	ADMINISTRATIVE ASSISTANT III
0889N	1	ADMINISTRATIVE ASSISTANT III
1043A	1	ADMINISTRATIVE DEPUTY I(UC)
1002A	8	ADMINISTRATIVE SERVICES MANAGER I
1002N	4	ADMINISTRATIVE SERVICES MANAGER I
1003A	9	ADMINISTRATIVE SERVICES MANAGER II
1003N	2	ADMINISTRATIVE SERVICES MANAGER II
1004N	1	ADMINISTRATIVE SERVICES MANAGER III
2521N	1	APPLICATION DEVELOPER II
8230A	1	ASST DIR,COMMUNITY & SR SERVS(UC)

8250M	1	CAREER DEVELOPMENT INTERN
8195A	1	CHIEF COMMUNITY SERVICES ANALYST
1669A	1	CHIEF,CONS & BUS AFFAIRS REP
8189N	7	COMMUNITY SERVICES ANALYST I
8190A	3	COMMUNITY SERVICES ANALYST II
8190N	3	COMMUNITY SERVICES ANALYST II
8191A	1	COMMUNITY SERVICES ANALYST III
1667N	1	CONS & BUSINESS AFFAIRS SPECIALIST
1668A	1	CONS & BUSINESS AFFAIRS SUPERVISOR
1668N	1	CONS & BUSINESS AFFAIRS SUPERVISOR
1663N	8	CONSUMER & BUSINESS AFFAIRS REP II
1664A	6	CONSUMER & BUSINESS AFFAIRS REP III
1664N	1	CONSUMER & BUSINESS AFFAIRS REP III
4229A	1	CONTRACT PROGRAM MONITOR
1053A	1	DEPARTMENTAL FINANCE MANAGER II
1883A	1	DEPTL HUMAN RESOURCES MANAGER I
2611A	1	DEPTL INFO SECURITY OFFICER I
8236L	1	DIR,DEPT OF ECONOMIC OPPORTUNITY(UC)
1120A	1	EXECUTIVE ASSISTANT
2122A	1	EXECUTIVE SECRETARY III
0752A	1	FISCAL OFFICER I
1595A	1	HEAD,MARKETING AND COMMUNICATIONS

8021A	10	HUMAN SERVICES ADMINISTRATOR I
8021N	16	HUMAN SERVICES ADMINISTRATOR I
8022A	3	HUMAN SERVICES ADMINISTRATOR II
8022N	5	HUMAN SERVICES ADMINISTRATOR II
8023N	3	HUMAN SERVICES ADMINISTRATOR III
2591N	2	INFORMATION SYSTEMS ANALYST II
2571A	1	INFORMATION TECHNOLOGY MANAGER II
2214A	1	INTERMEDIATE TYPIST-CLERK
2214N	4	INTERMEDIATE TYPIST-CLERK
1848A	6	MANAGEMENT ANALYST
1848N	7	MANAGEMENT ANALYST
2526A	1	PRINCIPAL APPLICATION DEVELOPER
8194A	5	PROGRAM MANAGER,WDACS
8194N	1	PROGRAM MANAGER,WDACS
1607A	1	PUBLIC INFORMATION ASSOCIATE
2096A	1	SECRETARY III
0666A	1	SENIOR ACCOUNTING SYSTEMS TECH
2547A	1	SENIOR IT TECHNICAL SUPPORT ANALYST
2102A	2	SENIOR SECRETARY III
2216A	3	SENIOR TYPIST-CLERK
2216N	1	SENIOR TYPIST-CLERK
1609A	1	SR PUBLIC INFORMATION SPECIALIST

0907A	1	STAFF ASSISTANT I
0913N	2	STAFF ASSISTANT II
0915A	1	STAFF ASSISTANT III
0915N	1	STAFF ASSISTANT III
2482F	1	STUDENT PROF WORKER,INFO TECH
8258F	9	STUDENT PROFESSIONAL WORKER II
8242F	15	STUDENT WORKER
7142A	1	VIDEO PRODUCTION SPECIALIST

**SECTION 21.** Section 6.60.010 (Department of Consumer and Business Affairs)

is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>1662N</u>	<u>6</u>	<u>CONSUMER &amp; BUSINESS AFFAIRS REP I</u>
<u>1848N</u>	<u>4</u>	<u>MANAGEMENT ANALYST</u>
<u>0978N</u>	<u>3</u>	<u>PROGRAM MANAGER II</u>

**SECTION 22.** Section 6.60.010 (Department of Consumer and Business Affairs)

is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1664N	<del>45</del> <u>17</u>	CONSUMER & BUSINESS AFFAIRS REP III

1667N 4 3 CONSUMER & BUSINESS AFFAIRS SPECIALIST

**SECTION 23.** Section 6.64.010 (County Counsel) is hereby amended to add the following class and number of ordinance positions:

<b>ITEM NO.</b>	<b>NO. OF ORDINANCE POSITIONS</b>	<b>TITLE</b>
<u>2586A</u>	<u>1</u>	<u>INFO TECH BUSINESS ANALYST I</u>

**SECTION 24.** Section 6.64.010 (County Counsel) is hereby amended to change the number of ordinance positions for the following classes:

<b>ITEM NO.</b>	<b>NO. OF ORDINANCE POSITIONS</b>	<b>TITLE</b>
9208A	<del>20</del> <u>21</u>	ASSISTANT COUNTY COUNSEL
2161A	<del>64</del> <u>62</u>	LEGAL OFFICE SUPPORT ASSISTANT II
2526A	<del>4</del> <u>2</u>	PRINCIPAL APPLICATION DEVELOPER
9207A	<del>214</del> <u>216</u>	SENIOR DEPUTY COUNTY COUNSEL
2547A	<del>2</del> <u>4</u>	SENIOR IT TECHNICAL SUPPORT ANALYST
2163A	<del>13</del> <u>14</u>	SENIOR LEGAL OFFICE SUPPORT ASST
2560A	<del>4</del> <u>2</u>	SR NETWORK SYSTEMS ADMINISTRATOR
9233A	<del>7</del> <u>12</u>	SENIOR PARALEGAL
2104A	<del>48</del> <u>19</u>	SENIOR SECRETARY V
9234A	<del>5</del> <u>7</u>	SUPERVISING PARALEGAL

**SECTION 25.** Section 6.70.010 (District Attorney) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0656A	<del>2</del> <u>3</u>	ACCOUNTING OFFICER I
0642A	<del>2</del> <u>3</u>	ACCOUNTING TECHNICIAN I
2214A	<del>49</del> <u>50</u>	INTERMEDIATE TYPIST-CLERK
9232A	<del>83</del> <u>85</u>	PARALEGAL
1216A	<del>33</del> <u>34</u>	WITNESS ASSISTANT I,DA
1216N	<del>2</del> <u>3</u>	WITNESS ASSISTANT I,DA

**SECTION 26.** Section 6.76.011 (Fire Department - Administrative) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0201A	<del>6</del> <u>5</u>	FIRE FIGHTER SPECIALIST(56 HOURS)

**SECTION 27.** Section 6.76.014 (Fire Department – Operations) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0205A	<del>704</del> <u>703</u>	FIRE CAPTAIN(56 HOURS)



**SECTION 28.** Section 6.76.015 (Fire Department – Prevention) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0205A	26 <u>28</u>	FIRE CAPTAIN(56 HOURS)
0201A	96 <u>97</u>	FIRE FIGHTER SPECIALIST(56 HOURS)

**SECTION 29.** Section 6.76.016 (Fire Department – Special services) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0205A	5 <u>4</u>	FIRE CAPTAIN(56 HOURS)

**SECTION 30.** Section 6.77.010 (Department of Public Health) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
4027A	4	<del>DEPARTMENTAL PUBLIC AFFAIRS MANAGER</del>

**SECTION 31.** Section 6.77.010 (Department of Public Health) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>1604N</u>	<u>1</u>	<u>COMMUNICATIONS MANAGER(UC)</u>

5691N    1                      ENVIRONMENTAL HEALTH ASST DEPUTY

1773N    1                      SENIOR MARKETING ANALYST

**SECTION 32.** Section 6.77.010 (Department of Public Health) is hereby amended to change the number of ordinance positions for the following classes:

<b>ITEM NO.</b>	<b>NO. OF ORDINANCE POSITIONS</b>	<b>TITLE</b>
1004N	4 <u>2</u>	ADMINISTRATIVE SERVICES MANAGER III
5678A	<del>54</del> <u>52</u>	CHIEF ENVIRONMENTAL HEALTH SPEC
5672A	<del>222</del> <u>229</u>	ENVIRONMENTAL HEALTH SPECIALIST III
5673A	<del>27</del> <u>28</u>	ENVIRONMENTAL HEALTH SPECIALIST IV
1759N	43 <u>47</u>	EPIDEMIOLOGIST
1757N	24 <u>20</u>	EPIDEMIOLOGY ANALYST
0672A	6 <u>5</u>	HEALTH CARE FINANCIAL ANALYST
4542N	4 <u>2</u>	HEALTH PROGRAM MANAGER II
2591A	<del>40</del> <u>9</u>	INFORMATION SYSTEMS ANALYST II
1848N	<del>46</del> <u>17</u>	MANAGEMENT ANALYST
0904N	<del>3</del> <u>2</u>	MANAGEMENT ASSISTANT
0668A	3 <u>4</u>	PRIN ACCOUNTING SYSTEMS TECHNICIAN
4593A	47 <u>50</u>	STAFF ANALYST,HEALTH
4593N	<del>72</del> <u>73</u>	STAFF ANALYST,HEALTH

**SECTION 33.** Section 6.78.010 (Department of Health Services – Administration) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1842A	<del>25</del> <u>26</u>	DEPARTMENTAL PERSONNEL ASSISTANT
2565A	<del>7</del> <u>10</u>	INFORMATION TECHNOLOGY MANAGER I
1848A	<del>68</del> <u>82</u>	MANAGEMENT ANALYST
1843A	<del>30</del> <u>44</u>	SENIOR DEPARTMENTAL PERSONNEL ASST
2593A	<del>86</del> <u>101</u>	SENIOR INFORMATION SYSTEMS ANALYST
4594A	<del>62</del> <u>58</u>	SENIOR STAFF ANALYST,HEALTH
4593A	<del>203</del> <u>188</u>	STAFF ANALYST,HEALTH

**SECTION 34.** Section 6.78.055 (Department of Health Services – Harbor Care South) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8042A	<del>4</del> <u>5</u>	ASST HOSPITAL ADMINISTRATOR III
5299A	<del>3</del> <u>4</u>	CLINICAL NURSING DIRECTOR II
5794A	<del>27</del> <u>28</u>	DIAGNOSTIC ULTRASOUND TECHNICIAN
2214A	<del>150</del> <u>151</u>	INTERMEDIATE TYPIST-CLERK

5798A	<del>68</del>	<u>70</u>	RADIOLOGIC TECHNOLOGIST
7071A	<del>2</del>	<u>1</u>	RADIOLOGY PHOTOGRAPHIC ASSISTANT

**SECTION 35.** Section 6.78.060 (Department of Health Services – LAC+USC

Medical Center) is hereby amended to change the number of ordinance positions for the following classes:

<b>ITEM NO.</b>	<b>NO. OF ORDINANCE POSITIONS</b>	<b>TITLE</b>	
5092A	44	<u>47</u>	CERTIFIED MEDICAL ASSISTANT
5090A	<del>153</del>	<u>155</u>	CLINICAL LICENSED VOCATIONAL NURSE I
1138A	<del>375</del>	<u>376</u>	INTERMEDIATE CLERK
2214A	<del>157</del>	<u>158</u>	INTERMEDIATE TYPIST-CLERK
5857A	6	<u>9</u>	OCCUPATIONAL THERAPIST II
5608A	8	<u>10</u>	OPHTHALMOLOGY TECHNICIAN
5476A	<del>108</del>	<u>112</u>	PHYSICIAN SPECIALIST(NON MEGAFLEX)
5133A	<del>941</del>	<u>942</u>	REGISTERED NURSE I
5135A	<del>412</del>	<u>414</u>	REGISTERED NURSE III
1140A	<del>81</del>	<u>80</u>	SENIOR CLERK
8105A	3	<u>4</u>	SENIOR COMMUNITY HEALTH WORKER
5456A	<del>17</del>	<u>18</u>	SENIOR PHYSICIAN

**SECTION 36.** Section 6.78.065 (Department of Health Services – Rancho Los Amigos) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
5513A	<del>5</del> <u>6</u>	CLINICAL PHARMACIST

**SECTION 37.** Section 6.78.070 (Department of Health Services – Olive View-UCLA Medical Center) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
5092A	24 <u>28</u>	CERTIFIED MEDICAL ASSISTANT
5090A	64 <u>62</u>	CLINIC LICENSED VOCATIONAL NURSE I
6471A	6 <u>7</u>	ELECTRICIAN
6619A	12 <u>14</u>	GENERAL MAINTENANCE WORKER
6973A	3 <u>4</u>	PAINTER
5476A	<del>195</del> <u>200</u>	PHYSICIAN SPECIALIST(NON MEGAFLEX)
7269A	4 <u>5</u>	PLUMBER
7745A	3 <u>5</u>	REFRIGERATION MECHANIC
5133A	<del>335</del> <u>336</u>	REGISTERED NURSE I
5135A	83 <u>84</u>	REGISTERED NURSE III

**SECTION 38.** Section 6.78.090 (Department of Health Services – Ambulatory Care Network) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>5096A</u>	<u>1</u>	<u>UNIT SUPPORT ASSISTANT</u>

**SECTION 39.** Section 6.78.090 (Department of Health Services – Ambulatory Care Network) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
4595A	<del>3</del> <u>4</u>	ASSISTANT STAFF ANALYST, HLTH SERVS
5082A	4 <del>2</del>	CENTRAL SERVICES TECHNICIAN I
5794A	13 <del>22</del>	DIAGNOSTIC ULTRASOUND TECHNICIAN
2214A	<del>294</del> <u>297</u>	INTERMEDIATE TYPIST-CLERK
9197A	<del>67</del> <u>69</u>	PATIENT RELATIONS REPRESENTATIVE
9192A	<del>165</del> <u>167</u>	PATIENT RESOURCES WORKER
5476A	164 <del>162</del>	PHYSICIAN SPECIALIST(NON MEGAFLEX)
5798A	40 <del>44</del>	RADIOLOGIC TECHNOLOGIST
1140A	5 <del>6</del>	SENIOR CLERK
2593A	5 <del>6</del>	SENIOR INFORMATION SYSTEMS ANALYST

4594A	2	<u>3</u>	SENIOR STAFF ANALYST,HEALTH
4593A	4	<u>5</u>	STAFF ANALYST,HEALTH
9194A	29	<u>30</u>	SUPVGT PATIENT FIN SERVICE WORKER I
5111A	6	<u>8</u>	SURGICAL TECHNICIAN

**SECTION 40.** Section 6.80.010 (Department of Human Resources) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1913A	<del>76</del> <u>78</u>	HUMAN RESOURCES ANALYST IV

**SECTION 41.** Section 6.86.010 (Department of Mental Health) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8703A	4	<del>CHIEF, PSYCHOLOGICAL SERVICES</del>

**SECTION 42.** Section 6.86.010 (Department of Mental Health) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0647A	44	<u>45</u> ACCOUNTANT II
0656A	6	<u>7</u> ACCOUNTING OFFICER I

0887A	<del>6</del>	<u>5</u>	ADMINISTRATIVE ASSISTANT I
5064A	<del>10</del>	<u>14</u>	CLINIC DRIVER
8103A	<del>378</del>	<u>396</u>	COMMUNITY HEALTH WORKER
1907A	<del>2</del>	<u>3</u>	DEPARTMENTAL EMPLOYEE RELATIONS REP
0752A	<del>8</del>	<u>9</u>	FISCAL OFFICER I
4727A	<del>60</del>	<u>59</u>	HEALTH PROGRAM ANALYST I
2214A	<del>483</del>	<u>484</u>	INTERMEDIATE TYPIST-CLERK
9038A	<del>288</del>	<u>290</u>	MENTAL HEALTH CLINICAL SUPERVISOR
9038N	<del>35</del>	<u>34</u>	MENTAL HEALTH CLINICAL SUPERVISOR
9030A	<del>27</del>	<u>30</u>	MENTAL HEALTH CLINICIAN II
4741A	<del>64</del>	<u>63</u>	MENTAL HEALTH PROGRAM MANAGER II
5107A	<del>2</del>	<u>4</u>	NURSING ASSISTANT, SHERIFF
2344A	<del>3</del>	<u>4</u>	PROCUREMENT ASSISTANT I
9035A	<del>1314</del>	<u>1315</u>	PSYCHIATRIC SOCIAL WORKER II
8162A	<del>51</del>	<u>55</u>	PSYCHIATRIC TECHNICIAN II
2096N	<del>4</del>	<u>2</u>	SECRETARY III
5280A	<del>51</del>	<u>52</u>	SENIOR MENTAL HEALTH COUNSELOR, RN
5280N	<del>4</del>	<u>2</u>	SENIOR MENTAL HEALTH COUNSELOR, RN
0907A	<del>86</del>	<u>87</u>	STAFF ASSISTANT I
8106A	<del>13</del>	<u>14</u>	SUPERVISING COMMUNITY HEALTH WORKER
1499A	<del>15</del>	<u>16</u>	SUPERVISING DEPUTY PUBLIC GUARDIAN
2331A	<del>4</del>	<u>3</u>	WAREHOUSE WORKER I



**SECTION 43.** Section 6.94.010 (Department of Parks and Recreation) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>9333F</u>	<u>24</u>	<u>PARK AIDE,NC</u>
<u>8258F</u>	<u>4</u>	<u>STUDENT PROFESSIONAL WORKER II</u>

**SECTION 44.** Section 6.94.010 (Department of Parks and Recreation) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1002A	<del>22</del> <u>23</u>	ADMINISTRATIVE SERVICES MANAGER I
1251A	<del>8</del> <u>7</u>	CASHIER-CLERK
1251H	<del>234</del> <u>193</u>	CASHIER-CLERK
0352A	<del>137</del> <u>139</u>	GROUNDS MAINTENANCE WORKER I
0352F	<del>59</del> <u>58</u>	GROUNDS MAINTENANCE WORKER I
1254A	<del>4</del> <u>3</u>	INTERMEDIATE CASHIER
2948H	<del>237</del> <u>235</u>	LAKE LIFEGUARD,PARKS & RECREATION
8737F	<del>168</del> <u>219</u>	LOCKER ROOM ATTENDANT
1848A	<del>48</del> <u>20</u>	MANAGEMENT ANALYST
7269A	<del>19</del> <u>20</u>	PLUMBER
2964H	<del>488</del> <u>573</u>	POOL LIFEGUARD

2966H	<del>36</del>	<u>70</u>	POOL MANAGER
0977A	6	<u>7</u>	PROGRAM MANAGER I
8796H	<del>676</del>	<u>703</u>	RECREATION SERVICES LEADER
8800A	<del>27</del>	<u>29</u>	RECREATION SERVICES MANAGER
8798A	<del>73</del>	<u>69</u>	RECREATION SERVICES SUPERVISOR
8798N	5	<u>2</u>	RECREATION SERVICES SUPERVISOR
8836A	14	<u>15</u>	REGIONAL PARK SUPERINTENDENT I
2949A	20	<u>22</u>	SENIOR LAKE LIFEGUARD,PARKS & REC
2949H	<del>15</del>	<u>14</u>	SENIOR LAKE LIFEGUARD,PARKS & REC
2965H	52	<u>86</u>	SENIOR POOL LIFEGUARD
2216A	<del>23</del>	<u>24</u>	SENIOR TYPIST-CLERK

**SECTION 45.** Section 6.100.010 (Probation – Support Services) is hereby amended to add the following classes and number of ordinance positions:

<b>ITEM NO.</b>	<b>NO. OF ORDINANCE POSITIONS</b>	<b>TITLE</b>
<u>2586A</u>	<u>1</u>	<u>INFO TECH BUSINESS ANALYST I</u>
<u>2587A</u>	<u>1</u>	<u>INFO TECH BUSINESS ANALYST II</u>
<u>2606A</u>	<u>1</u>	<u>INFO TECH PROJECT MANAGER III</u>

**SECTION 46.** Section 6.100.010 (Probation – Support Services) is hereby amended to change the number of ordinance positions for the following classes:

<b>ITEM NO.</b>	<b>NO. OF ORDINANCE POSITIONS</b>	<b>TITLE</b>
1002A	32 <u>34</u>	ADMINISTRATIVE SERVICES MANAGER I
2521A	8 <u>6</u>	APPLICATION DEVELOPER II
2591A	16 <u>15</u>	INFORMATION SYSTEMS ANALYST II
2584A	5 <u>4</u>	INFORMATION TECHNOLOGY AIDE
2565A	2 <u>3</u>	INFORMATION TECHNOLOGY MANAGER I
2214A	52 <u>53</u>	INTERMEDIATE TYPIST-CLERK
2559A	5 <u>4</u>	NETWORK SYSTEMS ADMINISTRATOR II
2593A	13 <u>12</u>	SENIOR INFORMATION SYSTEMS ANALYST
8610A	42 <u>44</u>	SUPVGT DEPUTY PROBATION OFFICER

**SECTION 47.** Section 6.100.015 (Probation – Special Services) is hereby amended to change the number of ordinance positions for the following class:

<b>ITEM NO.</b>	<b>NO. OF ORDINANCE POSITIONS</b>	<b>TITLE</b>
8607A	374 <u>373</u>	DEPUTY PROBATION OFFICER II, FIELD

**SECTION 48.** Section 6.100.018 (Probation – Field Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8607N	82 <u>81</u>	DEPUTY PROBATION OFFICER II, FIELD
8638A	<del>22</del> <u>24</u>	PROGRAM ANALYST, PROBATION
8610A	<del>138</del> <u>136</u>	SUPVGR DEPUTY PROBATION OFFICER

**SECTION 49.** Section 6.104.010 (Public Defender) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>0642N</u>	<u>1</u>	<u>ACCOUNTING TECHNICIAN I</u>
<u>2161N</u>	<u>6</u>	<u>LEGAL OFFICE SUPPORT ASSISTANT II</u>
<u>1848N</u>	<u>1</u>	<u>MANAGEMENT ANALYST</u>
<u>2526A</u>	<u>1</u>	<u>PRINCIPAL APPLICATION DEVELOPER</u>
<u>3037A</u>	<u>1</u>	<u>SAFETY OFFICER I</u>

**SECTION 50.** Section 6.104.010 (Public Defender) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
9251A	<del>309</del> <u>326</u>	DEPUTY PUBLIC DEFENDER III

9251N	6	<u>19</u>	DEPUTY PUBLIC DEFENDER III
9253N	4	<u>2</u>	HEAD DEPUTY PUBLIC DEFENDER
2591A	2	<u>3</u>	INFORMATION SYSTEMS ANALYST II
2901A	<del>66</del>	<u>65</u>	INVESTIGATOR II,PD
1848A	6	<u>7</u>	MANAGEMENT ANALYST
9232N	<del>10</del>	<u>14</u>	PARALEGAL
9035N	8	<u>13</u>	PSYCHIATRIC SOCIAL WORKER II
2525A	4	<u>3</u>	SENIOR APPLICATION DEVELOPER
9243F	<del>3</del>	<u>12</u>	SENIOR LAW CLERK
9233N	<del>43</del>	<u>18</u>	SENIOR PARALEGAL
2168N	4	<u>2</u>	SUPVG LEGAL OFFICE SUPPORT ASST
9234N	4	<u>2</u>	SUPERVISING PARALEGAL

**SECTION 51.** Section 6.108.010 (Department of Public Social Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1002A	444 <u>146</u>	ADMINISTRATIVE SERVICES MANAGER I
9181A	4023 <u>1083</u>	ELIGIBILITY SUPERVISOR
9179A	<del>6585</del> <u>7016</u>	ELIGIBILITY WORKER II
2214A	<del>4890</del> <u>1888</u>	INTERMEDIATE TYPIST-CLERK

**SECTION 52.** Section 6.112.010 (Department of Regional Planning) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
4435A	25 <u>27</u>	PRINCIPAL REGIONAL PLANNER
4430A	39 <u>42</u>	REGIONAL PLANNER
4431A	34 <u>35</u>	SENIOR REGIONAL PLANNER

**SECTION 53.** Section 6.114.010 (Registrar-Recorder/County Clerk) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>2565A</u>	<u>1</u>	<u>INFORMATION TECHNOLOGY MANAGER I</u>
<u>2545A</u>	<u>1</u>	<u>IT TECHNICAL SUPPORT ANALYST I</u>
<u>2546A</u>	<u>2</u>	<u>IT TECHNICAL SUPPORT ANALYST II</u>
<u>2558A</u>	<u>1</u>	<u>NETWORK SYSTEMS ADMINISTRATOR I</u>
<u>2559A</u>	<u>1</u>	<u>NETWORK SYSTEMS ADMINISTRATOR II</u>

**SECTION 54.** Section 6.114.010 (Registrar-Recorder/County Clerk) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1002A	47 <u>18</u>	ADMINISTRATIVE SERVICES MANAGER I

9312H	<del>598</del>	<u>595</u>	ELECTION ASSISTANT I,NC
9313H	<del>504</del>	<u>499</u>	ELECTION ASSISTANT II,NC
1126A	<del>5</del>	<u>7</u>	ELECTION PROGRAMS COORDINATOR
1156A	<del>44</del>	<u>15</u>	FIELD REPRESENTATIVE,REG-REC
1848A	<del>5</del>	<u>6</u>	MANAGEMENT ANALYST
2216A	<del>94</del>	<u>90</u>	SENIOR TYPIST-CLERK

**SECTION 55.** Section 6.120.010 (Sheriff – Administration) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0648A	44	<u>15</u> ACCOUNTANT III
0997A	4	<u>2</u> DIRECTOR,BUREAU OPERATIONS,SHERIFF

**SECTION 56.** Section 6.120.011 (Sheriff – Court Services) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2708N	<del>37</del>	<u>36</u> DEPUTY SHERIFF

**SECTION 57.** Section 6.120.012 (Sheriff – Custody) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2717N	<del>7</del> <u>5</u>	SERGEANT

**SECTION 58.** Section 6.120.014 (Sheriff – General Support Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1003A	4 <u>5</u>	ADMINISTRATIVE SERVICES MANAGER II
2708A	<del>238</del> <u>246</u>	DEPUTY SHERIFF
2707M	<del>470</del> <u>557</u>	DEPUTY SHERIFF TRAINEE
0997A	<del>5</del> <u>4</u>	DIRECTOR, BUREAU OPERATIONS, SHERIFF
2246A	<del>3</del> <u>4</u>	HEAD RECORDS SYSTEM CLERK, SHERIFF
8701A	<del>7</del> <u>8</u>	INDUSTRIAL/ORG CONSULTANT, SHERIFF
2214A	<del>40</del> <u>41</u>	INTERMEDIATE TYPIST-CLERK
8700A	<del>7</del> <u>8</u>	LAW ENFORCEMENT PSYCHOLOGIST, SHERIFF
2745A	<del>44</del> <u>45</u>	LAW ENFORCEMENT TECHNICIAN
2719A	<del>35</del> <u>36</u>	LIEUTENANT
1228A	<del>43</del> <u>44</u>	OPERATIONS ASSISTANT I, SHERIFF
1229A	<del>50</del> <u>54</u>	OPERATIONS ASSISTANT II, SHERIFF
1230A	<del>40</del> <u>41</u>	OPERATIONS ASSISTANT III, SHERIFF
2241A	<del>60</del> <u>58</u>	RECORDS SYSTEM CLERK II, SHERIFF



2098A	40	<u>9</u>	SECRETARY V
2717A	449	<u>125</u>	SERGEANT
8242F	43	<u>12</u>	STUDENT WORKER

**SECTION 59.** Section 6.120.016 (Sheriff – County Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2708A	<del>272</del> <u>282</u>	DEPUTY SHERIFF
1229A	<del>7</del> <u>8</u>	OPERATIONS ASSISTANT II, SHERIFF
2828A	<del>284</del> <u>291</u>	SECURITY OFFICER, SHERIFF
2717A	<del>89</del> <u>94</u>	SERGEANT

**SECTION 60.** Section 6.120.018 (Sheriff – Patrol Clearing Account) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2708A	<del>3636</del> <u>3642</u>	DEPUTY SHERIFF
2214A	<del>45</del> <u>14</u>	INTERMEDIATE TYPIST-CLERK
2719A	<del>480</del> <u>179</u>	LIEUTENANT

**SECTION 61.** Chapter 6.123 is hereby added to read as follows:

**Chapter 6.123**

**DEPARTMENT OF YOUTH DEVELOPMENT**

**6.123 Department of Youth Development**

**6.123.010 Positions**

<b>ITEM NO.</b>	<b>NO. OF ORDINANCE POSITIONS</b>	<b>TITLE</b>
1059A	1	ADMINISTRATIVE DEPUTY III(UC)
4629A	2	PROGRAM IMPLEMENTATION MANAGER,HS
4594A	4	SENIOR STAFF ANALYST,HEALTH
4593A	15	STAFF ANALYST,HEALTH

**SECTION 62.** Section 6.126.010 (Treasurer and Tax Collector) is hereby amended to change the number of ordinance positions for the following classes:

<b>ITEM NO.</b>	<b>NO. OF ORDINANCE POSITIONS</b>	<b>TITLE</b>
0647A	49	<u>18</u> ACCOUNTANT II
0656A	6	<u>5</u> ACCOUNTING OFFICER I
0643A	15	<u>14</u> ACCOUNTING TECHNICIAN II
1368A	25	<u>26</u> TAX SERVICES SPECIALIST
2331A	5	<u>3</u> WAREHOUSE WORKER I

**SECTION 63.** Pursuant to Government Code Section 25123(f), this ordinance shall take effect immediately upon final passage.

[FY22-23ADPTBUDGTABCEO]

DRAFT

## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	08/24/2022	
<b>BOARD MEETING DATE</b>	09/13/2022	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Treasurer and Tax Collector (TTC)	
<b>SUBJECT</b>	Recommendation to Award a Contract for Special Tax Consulting Services to David Taussig and Associates, Inc., dba DTA.	
<b>PROGRAM</b>	N/A	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	The current contract for the provision of special tax consulting services will expire on 10/31/2022. An approval of this action by 09/13/2022 will allow for the continuation of services.	
<b>COST &amp; FUNDING</b>	Total cost: Not to exceed \$50,000 annually and \$275,000 for the Contract Term.	Funding source: Departmental Budget
	TERMS (if applicable): Three years plus two optional one-year renewals and/or six month-to-month extensions.	
	Explanation: There is no Net County Cost for this contract as the cost will be reimbursed through annual administrative charges to the property owners, as provided in the annual special tax levy approved by the Board of Supervisors (Board).	
<b>PURPOSE OF REQUEST</b>	Request for approval to award and execute a contract for special tax consulting services to DTA.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The TTC is responsible for the financial administration of five Community Facilities Districts (CFDs) and two County Improvement Districts (CIDs), which includes identifying, calculating, and reporting the special tax levies and assessments. Under the terms of the Contract, DTA will provide services to assist the TTC with the financial administration process.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: <ul style="list-style-type: none"> <li>• Keith Knox, Treasurer and Tax Collector, (213) 974-2101 <a href="mailto:kknox@ttc.lacounty.gov">kknox@ttc.lacounty.gov</a></li> <li>• Elizabeth Buenrostro Ginsberg, Chief Deputy, (213) 974-0703 <a href="mailto:eginsberg@ttc.lacounty.gov">eginsberg@ttc.lacounty.gov</a></li> <li>• Daniel Wiles, Assistant Treasurer and Tax Collector, (213) 974-7175 <a href="mailto:dwiles@ttc.lacounty.gov">dwiles@ttc.lacounty.gov</a></li> </ul>	



# COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 437, Los Angeles, California 90012  
Telephone: (213) 974-2101 Fax: (213) 626-1812  
ttc.lacounty.gov and propertytax.lacounty.gov

**KEITH KNOX**  
TREASURER AND TAX COLLECTOR

**Board of Supervisors**  
**HILDA L. SOLIS**  
First District  
**HOLLY J. MITCHELL**  
Second District  
**SHEILA KUEHL**  
Third District  
**JANICE HAHN**  
Fourth District  
**KATHRYN BARGER**  
Fifth District

September 13, 2022

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:

**TREASURER AND TAX COLLECTOR  
RECOMMENDATION TO AWARD A CONTRACT FOR  
SPECIAL TAX CONSULTING SERVICES TO  
DAVID TAUSSIG AND ASSOCIATES, INC. DBA DTA  
(ALL DISTRICTS) (3 VOTES)**

**SUBJECT**

The recommended action is to approve a Contract award to David Taussig and Associates, Inc. dba DTA (DTA) for the provision of Special Tax Consulting Services.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Award and instruct the Chair of the Board of Supervisors (Board) to sign the attached Contract (Exhibit I) with DTA to provide Special Tax Consulting Services to the County of Los Angeles (County) Department of Treasurer and Tax Collector (TTC) commencing upon Board approval or November 1, 2022, whichever is later, for a three-year term, with an option to exercise two one-year extensions and/or six month-to-month extensions, with a Maximum Annual Contract Sum not to exceed \$50,000 and a Maximum Contract Sum for the term of the Contract not to exceed \$275,000.
2. Delegate authority to the Treasurer and Tax Collector, or his designee, to execute amendments to the contract to: (i) add, delete, and/or change certain terms and conditions as mandated by federal, or state, or local law or regulation, or as required by the Board and/or Chief Executive Office, which are not part of the Statement of

Work (SOW); (ii) approve assignment and delegation of the contract, resulting from acquisitions, mergers, or other changes in ownership; and (iii) make changes to the SOW as operationally necessary, with all actions subject to prior approval as to form by County Counsel.

3. Delegate authority to the Treasurer and Tax Collector, or his designee, to execute Change Notices or Amendments to the Contract to: (i) exercise the optional two one-year renewals and/or six month-to-month extensions; and (ii) increase the Maximum Annual Contract Sum in an amount not to exceed 10% in any contract year for Special Projects, as provided for in the Contract, subject to prior approval as to form by County Counsel.
4. Delegate authority to the Treasurer and Tax Collector, or his designee, to execute Amendments and/or Change Notices to modify the terms of the SOW that do not materially alter the Contract, provided the TTC obtains County Counsel's approval as to form prior to the execution of such Amendments and/or Change Notices.

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

The County currently has five Community Facilities Districts (CFDs) and two County Improvement Districts (CIDs) with current outstanding debt securities. The Board, acting as the legislative body of the County, created the CFDs in accordance with the Mello-Roos Communities Facilities Act of 1982 (Mello-Roos Act) and the CIDs in accordance with the Municipal Improvement Act of 1913. Upon formation of these districts, the Board authorized the issuance of bonds to be repaid via the levy and collection of annual special taxes and assessments on the properties located within the respective CFDs and CIDs. Of the two CIDs, one CID issued bonds pursuant to the Improvement Bond Act of 1915 (1915 Act) and the other issued bonds pursuant to the Improvement Act of 1911 (1911 Act).

The TTC is responsible for the financial administration of CFDs and CIDs created by the Board. This includes identifying, calculating, and reporting the special tax levies and assessments for these districts. For all five CFDs and the 1915 Act CID, the annual special taxes and assessments are levied and collected through the secured property tax roll. For the 1911 Act CID, the assessments are billed directly to property owners separate and apart from the secured property tax roll. Under the terms of the Contract, DTA will provide services to assist the TTC with the financial administration process.

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

The approval of this Contract is consistent with the County Strategic Plan Strategy III.3 – Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

### **FISCAL IMPACT/FINANCING**

The Maximum Annual Contract Sum is \$50,000. There is no impact to Net County Cost for this Contract since costs are fully offset through annual administrative charges to property owners in their respective CFDs and CIDs. Funding has been included in the Fiscal Year 2022-23 Final Adopted Budget and will be included in subsequent years.

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

Pursuant to Government Code 31000, the Board is authorized to contract for special services.

The recommended Contract contains your Board's standard Terms and Conditions, with the exception of Integrated Pest Management, Compliance with the County's Living Wage Program, and Health Insurance Portability and Accountability Act of 1996, which are inapplicable to the Contract.

The Contract expressly provides that the County does not have an obligation to pay for expenditures by DTA that exceed the Maximum Annual Contract Sum. Additionally, the Contract contains performance standards, including liquidated damages for substandard and/or non-performance.

### **CONTRACTING PROCESS**

On May 20, 2022, the TTC released a Request for Proposals (RFP) for the provision of Special Tax Consulting Services and posted the RFP on the County's open bids website of registered vendors under the Consulting Services-Finance/Economics Commodity Code (Attachment A), which consisted of approximately 528 registered vendors (Attachment B). The RFP was also posted on the TTC website. To achieve further outreach to firms in the small business community, TTC provided the Department of Consumer and Business Affairs Office of Small Business the solicitation to promote through their department wide newsletter.

Subsequently, the TTC issued one addendum, which provided written responses to Proposers' questions and updated information related to Historical Workload. Proposals were due on June 17, 2022, at 5:00 p.m. Pacific Time. The TTC received one proposal from DTA. The proposal was missing information; consequently, the TTC issued a Supplemental Data Request to DTA. DTA complied by providing the requested information.

The TTC evaluated the proposal by utilizing the County's Informed Averaging scoring methodology. DTA's proposal demonstrated the firm's thorough and comprehensive

understanding of the Contract requirements. Additionally, DTA has more than 35 years of experience providing services equal to or better than those specified in the RFP.

DTA accepted most of the County's terms and conditions in the Contract, taking exception to only the following Contract provisions as follows: (1) Professional Liability Insurance and (2) Indemnification. TTC consulted with County Counsel and with Chief Executive Office Insurance Compliance staff regarding the level of risk presented by the acceptance of these exceptions. Based on the services DTA will provide under the Contract, the TTC finds the level of risk to be minimal and the insurance and indemnification limits presented by DTA to be acceptable.

The TTC has determined that the recommended Contract is exempt from Proposition A (County Code Chapter 2.121), and the Living Wage Program (County Code Chapter 2.201) does not apply. A summary of the Community Business Enterprise Program Statistical Information for the recommended Contractor is included (Attachment C). On final analysis and consideration of award, the TTC selected the Contractor without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation, or disability.

### **IMPACT ON CURRENT SERVICES**

The current Contract expires on October 31, 2022. Approval of the recommended Contract will enable the TTC to continue fulfilling its responsibilities pertaining to Special Tax Consulting Services.

Respectfully submitted,

KEITH KNOX  
Treasurer and Tax Collector

KK:EBG:DW:NK:EVT:MY:lac

Enclosures

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



VENDOR LIST

<b>Commodity Code</b>	<b>Number of Vendors</b>
91410	528



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**Solicitation Information**

<b>Solicitation Number:</b>	TTC RFP 2022-01 STCS		
<b>Title:</b>	Special Tax Consulting Services		
<b>Department:</b>	Treasurer and Tax Collector		
<b>Bid Type:</b>	Service	<b>Bid Amount:</b>	N/A
<b>Commodity:</b>	CONSULTING SERVICES - FINANCE/ECONOMICS		
<b>Description:</b>	<p>The County of Los Angeles (County) Department of Treasurer and Tax Collector (TTC) is issuing this Request for Proposals (RFP) f...</p> <p>The County of Los Angeles (County) Department of Treasurer and Tax Collector (TTC) is issuing this Request for Proposals (RFP) for the provision of Special Tax Consulting Services.</p> <p>You may download the RFP from the Internet by accessing the County's website at <a href="https://camisvr.co.la.ca.us/lacobids/">https://camisvr.co.la.ca.us/lacobids/</a>, selecting "Open Solicitations," and then searching by the solicitation title of Special Tax Consulting Services. You may also download the RFP by accessing the TTC's website <a href="https://ttc.lacounty.gov/contract-opportunities/">https://ttc.lacounty.gov/contract-opportunities/</a>. Potential Proposers are responsible for downloading and reviewing the entire RFP.</p> <p>The RFP contains the service requirements, proposal content and format requirements, a description of the proposal selection process, and a sample contract. Potential Proposers that meet the minimum requirements identified in Paragraph 3.0, Proposer's Minimum Mandatory Qualifications, are invited to submit a proposal to provide the services described in Appendix A, Statement of Work. Potential Proposers should carefully review the RFP and ensure their proposal complies with all RFP requirements.</p> <p>Pursuant to Subparagraph 7.8.10, Proposers must list all of their exceptions in their proposal submission. Proposers may not take exception to the Standard Terms and Conditions in their entirety and replace the County's Standard Terms and Conditions with the Proposer's. The TTC will consider such a proposal to be non responsive.</p> <p>The TTC will recommend approval of the contract to the most responsive and responsible Proposer. In general, the greater the number of exceptions to the terms and conditions the Proposer lists, and the more substantive the exceptions are, the less responsive the proposal will be deemed. Thus, a Proposer that lists a large number of exceptions in quantity or quality will be scored accordingly. This practice reflects the fact that a Proposer that is able to accept the Standard Terms and Conditions as is, without any exception, is more responsive to the RFP than a Proposer that takes a number of exceptions to the Standard Terms and Conditions.</p> <p>During the negotiations process, the TTC limits the exceptions that can be negotiated to the exceptions listed in the proposal itself. The TTC would compromise the integrity of the RFP process if it were to negotiate an exception that the Proposer did not list in its proposal. If the Proposer had listed the exception in the proposal, the Proposer's score would likely have been less than originally calculated, thereby having a potential impact to the ranking of all proposals.</p> <p>Proposals must be prepared in accordance with Paragraph 7.0, Proposal Submission Requirements. Proposals are due no later than 5:00 p.m. Pacific Time on Friday, June 17, 2022, and shall be delivered in accordance with Subparagraph 7.11 to: <a href="mailto:contracts@ttc.lacounty.gov">contracts@ttc.lacounty.gov</a>. Proposals received after the scheduled deadline will not be accepted and shall be returned to the sender unopened.</p>		
<b>Open Day:</b>	5/20/2022	<b>Closed Date:</b>	6/17/2022 5:00:00 PM
<b>Contact Name:</b>	Mischa Yuan	<b>Contact Phone:</b>	(213) 974-7360
<b>Contact Email:</b>	<a href="mailto:contracts@ttc.lacounty.gov">contracts@ttc.lacounty.gov</a>		
<b>Notice of Intent to Award (0):</b>	<a href="#">Click here to view notice intent to award list.</a>		
<b>Solicitation Award (0):</b>	<a href="#">Click here to view award list.</a>		
<b>Amendment (1):</b>	<a href="#">Click here to view the amendment list.</a>		
<b>Last Changed On:</b>	6/9/2022 9:55:55 AM		
<b>Attachment File (1):</b>	<a href="#">Click here to download attachment files.</a>		

More

**COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION**

1 FIRM/ORGANIZATION INFORMATION					
Total Number of Employees in California:		50			
Total Number of Employees (including owners):		53			
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Percentage of how ownership of the firm is distributed		
	Male	Female	Male	Female	
Black/African American			%	%	
Hispanic/Latino			%	%	
Asian or Pacific Islander			%	%	
American Indian			%	%	
Filipino			%	%	
White	1	3	20 %	29 %	
2 CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE					
Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	LGBTQQ
N/A					



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**TREASURER AND TAX COLLECTOR**

**AND**

**DAVID TAUSSIG AND ASSOCIATES, INC. DBA DTA**

**FOR**

**SPECIAL TAX CONSULTING SERVICES**

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## **STANDARD EXHIBITS**

- A STATEMENT OF WORK
- A1 STATEMENT OF WORK ATTACHMENTS
- B PRICING SCHEDULE
- C STATEMENT OF WORK AND CONTRACT EXHIBITS
- D CONTRACTOR'S EEO CERTIFICATION
- E COUNTY'S ADMINISTRATION
- F CONTRACTOR'S ADMINISTRATION
- G FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION  
(COVID-19 Vaccination Certification of Compliance and Confidentiality Forms)
  - G COVID-19 VACCINATION CERTIFICATION OF COMPLIANCE
  - G1 CONTRACTOR ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT
- H JURY SERVICE ORDINANCE (CONTRACTOR EMPLOYEE JURY SERVICE)
- I SAFELY SURRENDERED BABY LAW
- J DEFAULTED PROPERTY TAX REDUCTION PROGRAM
- K INFORMATION SECURITY AND PRIVACY REQUIREMENTS



**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
TREASURER AND TAX COLLECTOR  
AND  
DAVID TAUSSIG AND ASSOCIATES, INC. DBA DTA  
FOR  
SPECIAL TAX CONSULTING SERVICES**

This Contract (“Contract”) made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between the County of Los Angeles, hereinafter referred to as County and David Taussig and Associates, Inc. dba DTA, hereinafter referred to as Contractor. DTA is located at 100 Bayview Circle, Suite 100, Newport Beach, CA 92660.

**RECITALS**

**WHEREAS**, the County may contract with private businesses for Special Tax Consulting Services when certain requirements are met; and

**WHEREAS**, the Contractor is a private firm specializing in providing special tax consulting services; and

**WHEREAS**, California [Government Code Section 31000](#) authorizes the Board of Supervisors of the County (Board) to contract for special services; and

**WHEREAS**, the Board, acting as the legislative body of the County, has created a number of Community Facilities Districts (“CFDs”) and County Improvement Districts (“CIDs”) within the boundaries of the County; and

**WHEREAS**, the County Department of Treasurer and Tax Collector (TTC) is responsible for the financial administration of CFDs and CIDs and requires special tax consulting services to assist with such administration; and

**WHEREAS**, the Board has authorized the TTC, on behalf of the County, to execute and administer this Contract;

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

**1.0 APPLICABLE DOCUMENTS**

Exhibits A, A1, B, C, D, E, F, G, H, I, J and K are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or

inconsistency shall be resolved by giving precedence first to the terms and conditions of this Contract and then to the Exhibits according to the following priority:

**STANDARD EXHIBITS:**

- EXHIBIT A Statement of Work
- EXHIBIT A1 Statement of Work Attachments
- EXHIBIT B Pricing Schedule
- EXHIBIT C Statement of Work and Contract Exhibits
- EXHIBIT D Contractor's EEO Certification
- EXHIBIT E County's Administration
- EXHIBIT F Contractor's Administration
- EXHIBIT G Forms Required at the time of Contract Execution
- EXHIBIT H Jury Service Ordinance (Contractor Employee Jury Service)
- EXHIBIT I Safely Surrendered Baby Law
- EXHIBIT J Defaulted Property Tax Reduction Program
- EXHIBIT K Information Security and Privacy Requirements

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Subparagraph 8.1, Change Notices and Amendments, and signed by both parties.

**2.0 DEFINITIONS**

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

- 2.1 Board of Supervisors or Board:** The governing body of the County of Los Angeles.
- 2.2 Business Days:** Monday through Friday, excluding County observed holidays, unless otherwise stated.
- 2.3 Calendar Days:** Monday through Sunday, including County observed holidays, unless otherwise stated.
- 2.4 Contract:** This agreement executed between the County and the Contractor. Included are all supplemental agreements amending or extending the service to be performed. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work including the Statement of Work (SOW), Exhibit A.

- 2.5 Contract Term:** The period of the Contract, commencing upon the Effective Date, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 2.6 Contractor:** The sole proprietor or business that has entered into a Contract with the County to perform or execute the work covered by this Contract.
- 2.7 Contractor's Authorized Official(s):** The individual authorized by the Contractor, that the Contractor represents and warrants such individual has actual authority to execute documents under this Contract on behalf of the Contractor.
- 2.8 Contractor's Contract Administrator:** The individual authorized by the Contractor as principal officer to oversee contractual or administrative matters relating to this Contract that cannot be resolved by the Contractor's Contract Manager.
- 2.9 Contractor's Contract Manager:** The individual authorized by the Contractor to administer the Contract operations under this Contract.
- 2.10 Contractor's Employees:** Any person designated by the Contractor to perform services under this Contract.
- 2.11 Contractor's Financial Manager:** The individual authorized by the Contractor to have full authority to act on behalf of the Contractor in all matters related to invoicing under this Contract.
- 2.12 County:** The County of Los Angeles.
- 2.13 County Information:** All Data and Information belonging to the County.
- 2.14 County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. Contractor is not required to provide services on County observed holidays unless otherwise stated in the SOW or Contract. A list of County observed holidays may be found on the TTC's website <https://ttc.lacounty.gov/county-holidays/>
- 2.15 County's Contract Administrator:** The individual authorized by the TTC to oversee contractual or administrative matters relating to this Contract that cannot be resolved by the County's Contract Manager.
- 2.16 County's Contract Manager:** The individual authorized by the County's Contract Administrator to manage the operations under this Contract.

- 2.17 Data:** A subset of Information comprised of qualitative or quantitative values.
- 2.18 Day(s):** Calendar day(s) unless otherwise specified.
- 2.19 Effective Date:** The date of approval of this Contract by the County's Board of Supervisors or November 1, 2022, whichever is later.
- 2.20 Fiscal Year:** The 12-month period beginning July 1st and ending the following June 30th.
- 2.21 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.
- 2.22 Personal Data:** 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, Personal Data 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.](#)
- 2.23 Services:** All services identified in Exhibit A, Statement of Work.
- 2.24 Special Projects:** Any additional, as-needed special tax consulting services requested by the County, including, but not limited to, providing assistance with continuing disclosure reports, administrative support, and unanticipated work related to the administration of CFDs and CIDs.
- 2.25 Statement of Work (SOW):** A written description of tasks, deliverables, and/or other work required by the County pursuant to this Contract, attached as Exhibit A.
- 2.26 Subcontractor:** Any individual, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services, equipment, and/or materials to Contractor in furtherance of Contractor's performance under this Contract, under oral or written agreement.
- 2.27 Treasurer and Tax Collector:** The director of the County's Department of Treasurer and Tax Collector.
- 2.28 TTC:** The County of Los Angeles Department of Treasurer and Tax Collector.

### **3.0 WORK**

- 3.1** Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein, including, but not limited to, Exhibit A, SOW.
- 3.2** The Contractor shall ensure that the Services are performed pursuant to the requirements of this Contract and shall conform to industry best practices and high professional standards as exist in the Contractor's profession or field of practice. The Contractor shall ensure that Services are performed by qualified Contractor staff, who shall be at all times compliant with all applicable local, State, and Federal laws and regulations.
- 3.3** If the Contractor provides any tasks, deliverables, goods, services, and/or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor without consideration, and the Contractor shall have no claim whatsoever against the County for those tasks, goods, services, and/or other work.

### **4.0 TERM OF CONTRACT**

- 4.1** The Contract Term shall be for a period of three years commencing upon approval by the Board or November 1, 2022, whichever is later, unless sooner terminated or extended in whole or in part, as provided in this Contract.
- 4.2** After the initial term, the TTC shall have the sole option to extend the Contract Term for up to two additional one-year periods and/or six month-to-month extensions, for a maximum total Contract Term of five years and six months. Each such extension option may be exercised at the sole discretion of the Treasurer and Tax Collector or his designee as authorized by the Board. In the event the TTC desires to exercise an extension option, the TTC shall provide Contractor with a written notice of intent at least 30 calendar days prior to the expiration of the then current Contract Term. The option to extend the Contract Term shall be set forth in writing, as provided in Subparagraph 8.1.5, Change Notices and Amendments, of this Contract.
- 4.3** The County maintains a database that tracks/monitors 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.

- 4.4** The Contractor shall notify the County's Contract Administrator when this Contract is within six months of the expiration of the Contract Term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the County's Contract Administrator at the address herein provided in Exhibit E, County's Administration.

## **5.0 CONTRACT SUM**

### **5.1 MAXIMUM ANNUAL CONTRACT SUM**

**5.1.1** The Maximum Annual Contract Sum under the terms of this Contract shall be the maximum monetary amount payable by the County to the Contractor for each Contract year throughout the Contract Term for provision of the Services specified herein in accordance with the rates set forth in Exhibit B, Pricing Schedule, and shall not exceed **\$50,000**. Any adjustments to the Maximum Annual Contract Sum shall be in accordance with Subparagraph 8.1, Change Notices and Amendments.

**5.1.2** Contract rates for staff and materials specified in Exhibit B, Pricing Schedule, shall remain firm and fixed for the Contract Term including all extension options.

### **5.2 WRITTEN APPROVAL FOR REIMBURSEMENT**

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

### **5.3 NOTIFICATION OF 75% OF TOTAL CONTRACT SUM**

The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred 75% of the total Contract Sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the County's Contract Administrator at the address herein provided in Exhibit E, County's Administration.

#### **5.4 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION / TERMINATION OF CONTRACT**

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

#### **5.5 INVOICES AND PAYMENTS**

**5.5.1** The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A, SOW, and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B, Pricing Schedule, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

**5.5.2** The Contractor's invoices shall be priced in accordance with Exhibit B, Pricing Schedule.

**5.5.3** The Contractor's invoices shall be legible and contain the information set forth in Exhibit A, SOW, describing the tasks, deliverables, goods, services, work hours, and/or other work for which payment is claimed. Each monthly invoice shall include the following information:

- Contractor's name and address
- TTC's name and address
- Invoice date
- Unique invoice number
- Month/Year when service was delivered
- Contractor's Tax Identification Number
- Remittance Address
- Each line item on the invoice should be numbered sequentially

**5.5.4** The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

**5.5.5** All invoices and supporting documentation shall be submitted via email to:

[ttcbudget@ttc.lacounty.gov](mailto:ttcbudget@ttc.lacounty.gov)

**5.5.6** TTC will pay all invoices via Electronic Funds Transfer (EFT). The Contractor is responsible for updating banking information timely if there are any changes, and notify Fiscal Services Section at [ttcbudget@ttc.lacounty.gov](mailto:ttcbudget@ttc.lacounty.gov).

**5.5.7** The County's Contract Manager may request Contractor to provide a revised, annotated invoice based on an identified discrepancy. Revised or corrected invoices must be properly marked. Revised invoices must indicate "Revised" if using the same invoice number, or "Cancel/Supersede" and reference the original invoice number, if using a new invoice number

**5.5.8 COUNTY APPROVAL OF INVOICES**

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

**5.5.9 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 15 calendar days after receipt of an undisputed invoice.

**5.6 DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER**

**5.6.1** 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 a contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).



- 5.6.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.6.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 5.6.4 At any time during the duration of the Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

## **6.0 ADMINISTRATION OF CONTRACT – COUNTY**

A listing of all County’s Administration referenced in the following Subparagraphs is designated in Exhibit E, County’s Administration. The County will notify the Contractor in writing of any change in the names or addresses shown.

The TTC shall assign a County Contract Administrator and a County Contract Manager to provide, among other things, overall management and coordination of the Contract and act as liaisons for the TTC.

The TTC will notify the Contractor in writing of the names, addresses, and telephone numbers of the individuals designated to act as the County’s Contract Administrator and Contract Manager.

### **6.1 COUNTY’S CONTRACT ADMINISTRATOR**

- 6.1.1 The County’s Contract Administrator is responsible for ensuring that the Contractor meets the objectives of this Contract and determines the Contractor’s compliance with this Contract. This includes inspecting all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.
- 6.1.2 The County’s Contract Administrator is responsible for providing, among other things, overall direction to the Contractor in the areas relating to County and TTC policy, information requirements, and procedural requirements.

**6.1.3** The County's Contract Administrator is not authorized to make any changes in any of the terms and conditions of this Contract, except as permitted in accordance with Subparagraph 8.1, Change Notices and Amendments, and is not authorized to further obligate the County in any respect whatsoever.

## **6.2 COUNTY'S CONTRACT MANAGER**

**6.2.1** The County's Contract Manager is responsible for managing all operational matters under the Contract; requesting meetings as needed with the Contractor's Contract Manager; and inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

**6.2.2** The County's Contract Manager is not authorized to make changes to the terms and conditions of the Contract and is not authorized to further obligate the County in any respect whatsoever.

## **6.3 COUNTY'S DEPARTMENTAL CHIEF INFORMATION OFFICER (DCIO)**

The DCIO is responsible for managing the planning, design, coordination, development, implementation, and maintenance of the Department's information systems.

## **6.4 COUNTY'S DEPARTMENTAL INFORMATION SECURITY OFFICER (DISO)**

The DISO develops and implements departmental Information Technology (IT) security application, policies, standards, and procedures intended to prevent the unauthorized use, release, modification, loss, or destruction of Data and to ensure the integrity and security of the Department's IT infrastructure.

## **7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR**

A listing of all Contractor's Administration referenced in the following Subparagraphs is designated in Exhibit F, Contractor's Administration. The Contractor shall notify the County in writing of any changes in the names or addresses shown.

### **7.1 CONTRACTOR'S CONTRACT ADMINISTRATOR**

**7.1.1** The Contractor's Contract Administrator shall be a full-time employee of the Contractor. The Contractor's Contract Administrator shall be a principal officer in the Contractor's office to service this Contract and to act as a liaison for the Contractor in

coordinating the performance of services under the Contract. The Contractor shall provide the TTC in writing of the name, address, and telephone number of the individual designated to act as the Contractor's Contract Administrator at the time the Contract is implemented and as changes occur during the Contract Term. Such notification shall be made by the Contractor no later than five business days after a change occurs and will include a current resume for the new Contractor's Contract Administrator.

- 7.1.2** The Contractor's Contract Administrator shall be responsible for the Contractor's performance of all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor and ensure the Contractor's compliance with the Contract.
- 7.1.3** The Contractor's Contract Administrator shall be available to meet and confer with the County's Contract Administrator on an as-needed basis either in person or by telephone as mutually agreed by the parties, to review Contract performance and discuss Contract coordination. Such meetings shall be conducted at a time and place as mutually agreed by the parties.

## **7.2 CONTRACTOR'S CONTRACT MANAGER**

- 7.2.1** The Contractor's Contract Manager shall be a full-time employee of the Contractor. The Contractor shall inform the County's Contract Manager in writing of the name, address, and telephone number of the individual designated to act as the Contractor's Contract Manager or any alternate identified in Exhibit F, Contractor's Administration, at the time this Contract is implemented and as changes occur during the Contract Term. Such notification shall be made by the Contractor no later than five business days after a change occurs and will include a current resume for the new Contractor's Contract Manager.
- 7.2.2** The Contractor's Contract Manager shall have full authority to act on behalf of the Contractor on all matters related to the Contractor's day-to-day activities as related to the Contract and shall coordinate with County's Contract Manager on a regular basis.
- 7.2.3** The Contractor's Contract Manager shall be available during work hours, 8:00 a.m. to 5:00 p.m. Pacific Time (PT), Monday through Friday, for telephone and email contact and to meet as needed with the County's Contract Manager to discuss the Contract.

**7.2.4** The Contractor's Contract Manager must have a minimum of three years documented experience providing Services similar to those requested in the Contract, and be able to fluently read, write, speak and understand English.

### **7.3 CONTRACTOR'S FINANCIAL MANAGER**

Exhibit F, Contractor's Administration, reflects the designation of the Contractor's Financial Manager. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Financial Manager no less than five business days after a change occurs.

The Contractor shall assign a Financial Manager to act as liaison for the Contractor and have full authority to act on behalf of Contractor in all matters related to payments and fees under this Contract. The Contractor's Financial Manager shall be available during work hours, 8:00 a.m. to 5:00 p.m. PT, Monday through Friday, for telephone and email contact and to meet with County personnel regarding any invoices issued under this Contract.

### **7.4 APPROVAL OF CONTRACTOR'S EMPLOYEES**

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

### **7.5 CONTRACTOR'S EMPLOYEES**

**7.5.1** The Contractor shall appoint at least one authorized on-site employee to act for the Contractor in every detail and that employee must speak and read fluently in English.

**7.5.2** The Contractor shall assign a sufficient number of employees to perform work and services, and all such employees shall communicate effectively and use good judgement. The Contractor is responsible for providing training and supervising employees assigned to perform work and services under this Contract.

**7.5.3** Contractor staff assigned to work under this Contract shall have the knowledge and ability to perform the Services required under this Contract.

## **7.6 CONTRACTOR'S STAFF IDENTIFICATION**

- 7.6.1** The Contractor shall provide, at Contractor's expense, all staff providing Services under this Contract with a photo identification (ID) badge.
- 7.6.2** The Contractor shall notify the TTC within one business day when staff is terminated from working under this Contract. The Contractor shall retrieve and immediately destroy the staff's County photo ID badge at the time of removal from the County Contract.
- 7.6.3** If the TTC requests the removal of the Contractor's staff, the Contractor is responsible to retrieve and immediately destroy the Contractor's staff's County photo identification badge at the time of removal from working on the Contract.

## **7.7 BACKGROUND AND SECURITY INVESTIGATIONS**

- 7.7.1** Each of the Contractor's staff providing Services under this Contract who is in a designated sensitive position, as determined by the TTC in the TTC's sole discretion, shall undergo and pass, to the satisfaction of the TTC, a background investigation as a condition of beginning and continuing to work under this Contract. Typically, the positions required to undergo and pass a background investigation include but are not limited to, Contractor's Contract Administrator, Contractor's Contract Manager, and staff that have access to County Information and/or assets.

Such background investigation shall be obtained through fingerprints submitted to the California Department of Justice (DOJ) to include State, local, and Federal level review, which may include, but shall not be limited to, criminal conviction information. Examples of disqualifying factors include, but are not limited to, bribery, robbery, theft, fraud, embezzlement, forgery, extortion, perjury, convictions involving a controlled substance, convictions involving stolen property, any felony conviction, a misdemeanor conviction involving moral turpitude, or any job-related misdemeanor conviction. The fees associated with background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

- 7.7.2** During the Contract Term, if the TTC identifies a subsequent disqualifying factor for a member of the Contractor's staff, the

TTC shall request that the member of the Contractor's staff be immediately removed from performing services under the Contract. Contractor shall promptly comply with the TTC's request.

- 7.7.3** The TTC will request the Contractor to advise the Contractor's staff member who did not pass the background investigation or who received a subsequent disqualifying factor to contact the TTC immediately to receive a copy of the Criminal Offender Record Information obtained from the DOJ through the TTC's background investigation.
- 7.7.4** The TTC, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff who do not pass such investigation to the satisfaction of the TTC or whose background or conduct is incompatible with TTC facility access.
- 7.7.5** Disqualification of any member of the Contractor's staff pursuant to this Subparagraph 7.7 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 7.7.6** The Contractor shall provide to the TTC the legal name of each person in a designated sensitive position and the dates on which said persons submitted fingerprints to the California DOJ. The Contractor shall provide such information in writing within five calendar days of the date on which the fingerprinting occurred.

## **7.8 CONFIDENTIALITY**

- 7.8.1** The Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State or local laws, 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.
- 7.8.2** The Contractor's employees may use data received from the County only to provide the Services as defined by this Contract.
- 7.8.3** Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the County are allowable. Any other use or disclosure of data received requires the express approval in writing from the County.

The Contractor shall not duplicate, disseminate or disclose any data except as allowed in this Contract.

- 7.8.4** Access to data received from the County shall be restricted only to Contractor's employees who need the data to perform their official duties in the performance of this Contract.
- 7.8.5** The Contractor's employees who access, disclose or use the data for a purpose not authorized by this Contract may be subject to civil and criminal sanctions contained in applicable Federal and State statutes.
- 7.8.6** The Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents, and volunteers from and against any and all claims, demands, damages, liabilities, judgments, award, losses, costs, expenses or fees, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to:
- Contractor's violation of any Federal and State laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;
  - any failure by the Contractor, its officers, employees, agents, or Subcontractors, to comply with this Subparagraph, as determined by County in its sole judgment; and/or
  - any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on the Contractor's or Subcontractor's systems or networks (including all costs and expenses incurred by the County, if applicable, to remedy the effects of such loss, breach of Confidentiality, or Incident, which at a minimum may include but is not limited to (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).

Any legal defense pursuant to the Contractor's indemnification obligations under this Subparagraph shall be conducted by the Contractor and performed by the counsel selected by the Contractor and approved by County.

- 7.8.7** Notwithstanding the preceding Subparagraph 7.8.6, 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 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 reimbursement from the Contractor for all such costs and expenses incurred by 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 County without County's prior written approval.
- 7.8.8** The Contractor shall inform all of its officers, employees, agents, and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.8.9** The Contractor shall sign and adhere to the provisions of the Contractor Acknowledgement and Confidentiality Agreement, Exhibit G1.
- 7.8.10** During the Contract Term, the Contractor shall maintain an updated file of the signed forms and shall forward copies of all signed forms to the County's Contract Administrator whenever changes in personnel occur.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 CHANGE NOTICES AND AMENDMENTS**

- 8.1.1** The County reserves the right to initiate Change Notices that **do not affect** the scope of work, term, Maximum Annual Contract Sum, fees or payments. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by the County's Contract Administrator.
- 8.1.2** For any change, which affects the Maximum Annual Contract Sum, fees or payments, and/or SOW, that does not materially alter the Contract, an Amendment to this Contract shall be prepared and executed by the Contractor and by the Treasurer and Tax Collector or his/her designee, provided County Counsel approval as to form is obtained prior to execution of such Amendment(s).
- 8.1.3** For any change, which affects the Contract Term, Maximum Annual Contract Sum, fees or payments, and/or the SOW, that materially alters the Contract, an Amendment to this Contract shall be prepared and executed by the Contractor and by the



Board, except that the TTC is expressly authorized to prepare and execute Amendments that affect Contractor's Service requirements as set forth in Exhibit A, Statement of Work, such as: a) an increase or decrease in the number of CFDs (including Improvement Areas therein) and CIDs under administration, in accordance with Exhibit B, Pricing Schedule; or b) Special Projects, in accordance with the rates as set forth in Exhibit B, Pricing Schedule, not to exceed 10% of the Maximum Annual Contract Sum for any Contract year; provided that County Counsel approval as to form is obtained prior to the execution of such Amendment(s).

**8.1.4** The Board or Chief Executive Officer (CEO) or designee may require the addition and/or change of certain terms and conditions in the Contract during the Contract Term. The County reserves the right to add and/or change such provisions as required by the Board or CEO. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Treasurer and Tax Collector or his/her designee.

**8.1.5** The Treasurer and Tax Collector or his/her designee may, at his sole discretion, authorize extensions of time as defined in Paragraph 4.0, Term of Contract. For the exercise of the TTC's optional extensions, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Treasurer and Tax Collector or his designee prior to the expiration of the then current Contract Term. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions.

## **8.2 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS**

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

**8.2.2** The Contractor shall not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent shall be null and void. For purposes of this Subparagraph, County consent shall require a

written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

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

### **8.3 AUTHORIZATION WARRANTY**

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

### **8.4 BUDGET REDUCTIONS**

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

### **8.5 COMPLAINTS**

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

- 8.5.1** Within ten business days after the Contract Effective Date, the Contractor shall provide the County's Contract Administrator with the Contractor's policy for receiving, investigating, and responding to user complaints.
- 8.5.2** The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3** If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five business days for County approval.
- 8.5.4** If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5** The Contractor shall preliminarily investigate all complaints and notify the County's Contract Manager of the status of the investigation within five business days of receiving the complaint.
- 8.5.6** When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7** Copies of all written responses shall be sent to the County's Contract Manager within three business days of mailing to the complainant.

## **8.6 COMPLIANCE WITH APPLICABLE LAW**

- 8.6.1** In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2** Contractor shall 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 the County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Subparagraph 8.6 shall be conducted by the Contractor and

performed by the counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, 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 the 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.

## **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 shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D, Contractor's EEO Certification.

## **8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**

### **8.8.1 JURY SERVICE PROGRAM**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in [Sections 2.203.010 through 2.203.090 of the County Code](#), a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

### **8.8.2 WRITTEN EMPLOYEE JURY SERVICE POLICY**

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the Contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five

calendar 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.

2. For purposes of this Subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by the County, or (2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this Subparagraph. The provisions of this Subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. The Contractor's violation of this Subparagraph, of this Contract, may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **8.9 CONFLICT OF INTEREST**

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

**8.9.2** The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the Contract Term. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Subparagraph shall 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 shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

## **8.11 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS**

- 8.11.1** Should the Contractor require additional or replacement personnel after the Effective Date of this Contract, the Contractor shall 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 General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: [gaingrow@dpss.lacounty.gov](mailto:gaingrow@dpss.lacounty.gov) and [bservices@wdacs.lacounty.gov](mailto:bservices@wdacs.lacounty.gov) and DPSS will refer qualified GAIN/GROW job candidates.
- 8.11.2** In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

## **8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

### **8.12.1 RESPONSIBLE CONTRACTOR**

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

### **8.12.2 CHAPTER 2.202 OF THE COUNTY CODE**

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

### **8.12.3 NON-RESPONSIBLE CONTRACTOR**

The County may debar a Contractor if the Board finds, in its discretion, that the Contractor has done any of the following:

(1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

#### **8.12.4 CONTRACTOR HEARING BOARD**

1. If there is evidence that the Contractor may be subject to debarment, the TTC 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.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and TTC shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five years, the Contractor may after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that 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



vide 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.

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 years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **8.12.5 SUBCONTRACTORS OF CONTRACTOR**

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

#### **8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE 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 "Safely Surrendered Baby Law" poster, in Exhibit I, in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. Information and posters for printing are available at:

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>

## **8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

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

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

## **8.15 COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent 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's deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board and listed in the appropriate Contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

## **8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS**

**8.16.1** The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or

grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than 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 shall be repaid by the Contractor by cash payment upon demand.

## **8.17 EMPLOYMENT ELIGIBILITY VERIFICATION**

- 8.17.1** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, ([P.L. 99-603](#)), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

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

## **8.18 COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS**

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

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and/or Amendments prepared pursuant to Subparagraph 8.1, Change Notices and Amendments, and Subparagraph 8.34, Notices, of this Contract, and

received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Change Notices and/or Amendments to this Contract.

## **8.19 FAIR LABOR STANDARDS**

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

## **8.20 FORCE MAJEURE**

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

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

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

## **8.21 GOVERNING LAW, JURISDICTION, AND VENUE**

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

## **8.22 INDEPENDENT CONTRACTOR STATUS**

- 8.22.1** This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2** The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3** The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.22.4** The Contractor shall adhere to the provisions stated in Subparagraph 7.8, Confidentiality.

## **8.23 INDEMNIFICATION**

- 8.23.1** To the extent, but only to the extent, that Contractor's Services fall within the scope of Civil Code Section 2782.8, the following indemnification is applicable:

The Contractor shall indemnify and defend (with legal counsel reasonably approved by the County) the County, and its

authorized officers, employees, agents and volunteers (collectively "Indemnitees"), from any and all losses, damages, liability, actions, and/or costs for claims that arise out of, pertain to, or are related to the negligence, recklessness, or willful misconduct of the professional.

**8.23.2** For all other Services, the Contractor agrees to indemnify and defend (with legal counsel reasonably approved the County) and hold harmless the County, and its authorized officers, employees, agents and volunteers (Indemnitees), from any and all claims, actions, losses, damages and/or liability (Claims) arising out of this Contract from any cause whatsoever, including acts, errors, or omissions of any person and for any costs or expenses incurred by the County on account of any claim, except regardless of the existence or degree of fault of Indemnitees. Contractor indemnification obligation applies to the County's "active" as well as "passive" negligence, but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

## **8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Subparagraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the Required Insurance) also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

### **8.24.1 EVIDENCE OF COVERAGE AND NOTICE TO COUNTY**

- Certificate(s) of insurance coverage (COI(s)) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal COIs shall be provided to County not less than ten days prior to the Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.

- COIs shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the COI shall match the name of the Contractor identified as the contracting party in this Contract. COIs shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners (NAIC) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying COI or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

- COIs and copies of any required endorsements shall be sent to:

County of Los Angeles  
 Department of Treasurer and Tax Collector  
 Contracts Section  
 500 West Temple Street, Room 464  
 Los Angeles, CA 90012

- Contractor also shall 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's property, monies or securities entrusted to the Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against the Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against the Contractor and/or County.

**8.24.2 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) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured

status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor, or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **8.24.3 CANCELLATION OF OR CHANGES IN INSURANCE**

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten days in advance of cancellation for non-payment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

#### **8.24.4 FAILURE TO MAINTAIN INSURANCE**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which 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.

#### **8.24.5 INSURER FINANCIAL RATINGS**

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

#### **8.24.6 CONTRACTOR'S INSURANCE SHALL BE PRIMARY**

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources



of coverage available to the Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

#### **8.24.7 WAIVERS OF SUBROGATION**

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

#### **8.24.8 SUBCONTRACTOR INSURANCE COVERAGE REQUIREMENTS**

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

#### **8.24.9 DEDUCTIBLES AND SELF-INSURED RETENTIONS (SIRs)**

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require 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 shall be executed by a corporate surety licensed to transact business in the State of California.

#### **8.24.10 CLAIMS MADE COVERAGE**

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

#### **8.24.11 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.

#### **8.24.12 SEPARATION OF INSUREDS**

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

#### **8.24.13 ALTERNATIVE RISK FINANCING PROGRAMS**

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

#### **8.24.14 COUNTY REVIEW AND APPROVAL OF INSURANCE REQUIREMENTS**

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

### **8.25 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 shall cover liability arising out of Contractor’s use of autos pursuant to this Contract, including

owned, leased, hired, and/or non-owned autos, as each may be applicable.

### **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 shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice shall be provided to County at least ten days in advance of cancellation for non-payment of premium and 30 days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

### **8.25.4 PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS**

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

### **8.25.5 CRIME COVERAGE**

A Fidelity Bond or Crime Insurance policy with limits of not less than \$1 million per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by the County to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

## **8.25.6 CYBER LIABILITY INSURANCE**

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

## **8.26 LIQUIDATED DAMAGES**

- 8.26.1** If, in the judgment of the Treasurer and Tax Collector, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Treasurer and Tax Collector, 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 Treasurer and Tax Collector, or his/her designee, in a written notice describing the reasons for said action.
- 8.26.2** If the Treasurer and Tax Collector, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Treasurer and Tax Collector, or his/her designee, deems are correctable by the Contractor over a certain time span, the Treasurer and Tax Collector, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified timeframes. Should the Contractor fail

to correct deficiencies within said timeframe, the Treasurer and Tax Collector, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified timeframe. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is \$100 per day per infraction, or as specified in Exhibit C, Statement of Work and Contract Exhibits, Exhibit 2, Performance Requirements Summary (PRS) Chart, of this Contract, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

**8.26.3** The action noted in Subparagraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

**8.26.4** This Subparagraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS Chart or Subparagraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## **8.27 MOST FAVORED PUBLIC ENTITY**

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

## **8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

**8.28.1** The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color,

religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

- 8.28.2** The Contractor shall certify to, and comply with, the provisions of Exhibit D, Contractor's EEO Certification.
- 8.28.3** The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4** The Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6** The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Subparagraph 8.28 when so requested by the County.
- 8.28.7** If the County finds that any provisions of this Subparagraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the

Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

**8.28.8** The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of \$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 shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall 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 shall, within one business day, give notice thereof, including all relevant information with respect thereto, to the other party.

### **8.31 DISPUTE RESOLUTION PROCEDURE**

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 Subparagraph 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 Subparagraph, 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.

**8.31.1** 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 Subparagraph 8.31, Dispute Resolution Procedure, (such provisions shall be collectively referred to as the "Dispute

Resolution Procedure”). Time is of the essence in the resolution of disputes.

- 8.31.2** 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 the County determines should be delayed as a result of such dispute.
- 8.31.3** If Contractor fails to continue without delay its performance hereunder which the 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 the Contractor or County as a result of Contractor’s failure to continue to so perform shall be borne by the Contractor, and Contractor shall make no claim whatsoever against the County for such costs. Contractor shall promptly reimburse the County for such County costs, as determined by the County, or County may deduct all such additional costs from any amounts due to the Contractor from the County.
- 8.31.4** 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 the Contractor or the County as a result of County’s failure to continue to so perform shall be borne by the County, and County shall make no claim whatsoever against the Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by the County.
- 8.31.5** In the event of any dispute between the parties with respect to this Contract, Contractor and County shall submit the matter to their respective Contract Managers for the purpose of endeavoring to resolve such dispute.
- 8.31.6** In the event that the Contract Managers are unable to resolve the dispute within a reasonable time not to exceed ten days from the date of submission of the dispute to them, then the matter shall be immediately submitted to the parties’ respective Contract Administrators for further consideration and discussion to attempt to resolve the dispute.
- 8.31.7** In the event that the Contract Administrators are unable to resolve the dispute within a reasonable time not to exceed ten 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 Treasurer and Tax Collector, or his/her designee. These persons shall have ten days to attempt to resolve the dispute.

**8.31.8** In the event that 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.

**8.31.9** 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 levels described in this Subparagraph 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.

**8.31.10** Notwithstanding any other provision of this Contract, County's right to terminate this Contract or to seek injunctive relief to enforce the provisions of Subparagraph 7.8, Confidentiality, 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 the County may have against the Contractor or County's rights to assert such claims after any such termination or such injunctive relief has been obtained.

**8.31.11** Contractor shall bring to the attention of the County's Contract Manager and/or County's Contract Administrator 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 shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in [Internal Revenue Service Notice No. 1015](#).

## **8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Contractor shall notify and provide to its employees and shall require each Subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I, Safely Surrendered Baby Law. 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 shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit E, County's Administration, and Exhibit F, Contractor's Administration, or via facsimile or electronic copy representation pursuant to Subparagraph 8.18, Counterparts and Electronic Signatures and Representations. Addresses may be changed by either party giving ten days' prior written notice thereof to the other party. The Treasurer and Tax Collector, or his/her designee, shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

#### **8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

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

#### **8.36 CALIFORNIA PUBLIC RECORDS ACT**

**8.36.1** Any documents submitted by the Contractor; all information obtained in connection with the County right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Subparagraph 8.38, Record Retention and Inspection/Audit Settlement, of this Contract; as well as those documents which were required to be submitted in response to the RFP used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall 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 shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those

so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

### **8.37 PUBLICITY**

- 8.37.1** The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor’s need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the Contract Term, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County’s Contract Administrator. The County shall 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 Subparagraph 8.37 shall apply.

### **8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

- 8.38.1** The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such

material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary Data and Information shall be kept and maintained by the Contractor and shall be made available to the County during the Contract Term and for a period of five years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside of Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location. At County's request, Contractor shall provide such materials in digital format.

- 8.38.2** In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's A-C within 30 days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.3** Failure on the part of the Contractor to comply with any of the provisions of this Subparagraph 8.38 shall 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 Contract Term or within five years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: (a) repaid by the Contractor to the County by cash payment upon demand or (b) at the sole option of the County's A-C, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

**8.38.5 Financial Statements:** Beginning one year after the Effective Date of this Contract and every year thereafter until the expiration of this Contract, Contractor shall submit to the County a complete set of financial statements, audited if available, for the preceding 12-month period. Such statements shall, at a minimum, include a Balance Sheet (Statement of Financial Position) and Income Statement (Statement of Operations). In addition, Contractor shall submit a statement regarding any pending or threatened litigation since the Contractor last reported same to the County. The County reserves the right to request these financial statements on a more frequent basis and will so notify Contractor in writing. All financial statements will be kept confidential, only if stamped or marked as confidential on each page of the financial statement.

### **8.39 RECYCLED BOND PAPER**

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

### **8.40 SUBCONTRACTING**

**8.40.1** If the Contractor desires to subcontract, the work requirements of this Contract may not be subcontracted by the Contractor **without the advance written approval of the Treasurer and Tax Collector or his/her designee in conjunction with the approval of County's Chief Information Security Officer and/or Chief Privacy Officer.** Any attempt by the Contractor to subcontract without the prior consent of the above parties may be deemed a material breach of this Contract.

**8.40.2** Following written approval by the Treasurer and Tax Collector or his/her designee in conjunction with the County's Chief Information Security Officer and/or Chief Privacy Officer, the County's Contract Administrator 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 County, Contractor shall forward a fully executed subcontract to the TTC for its files.

**8.40.3** After the Contractor has engaged an approved Subcontractor, the Contractor shall provide the following information promptly at the County's request and prior to any work being performed by the Subcontractor:

- A description of the work to be performed by the Subcontractor;

- A draft copy of the proposed subcontract; and
  - Written agreement from each Subcontractor and/or third party, certifying it shall comply with and be bound by the applicable terms of Exhibit K, Information Security and Privacy Requirements, of this Contract; and
  - Other pertinent information and/or certifications requested by County.
- 8.40.4** The Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.
- 8.40.5** The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.6** The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 8.40.7** The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8** The Contractor shall obtain COIs, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. Before any Subcontractor employee may perform any work hereunder, the Contractor shall ensure delivery of all such documents to:

County of Los Angeles  
Department of Treasurer and Tax Collector  
Contracts Section  
500 West Temple Street, Room 464  
Los Angeles, California 90012

**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 Subparagraph 8.14, Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Subparagraph 8.43, Termination for Default, and pursue debarment of the Contractor, pursuant to [County Code Chapter 2.202](#).

**8.42 TERMINATION FOR CONVENIENCE**

**8.42.1** This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by a Notice of Termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten calendar days after the notice is sent.

**8.42.2** After receipt of a Notice of Termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

**8.42.3** All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Subparagraph 8.38, Record Retention and Inspection/Audit Settlement.

**8.43 TERMINATION FOR DEFAULT**

**8.43.1** The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Contract Administrator:

- Contractor has materially breached this Contract; or

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

**8.43.2** In the event that the County terminates this Contract in whole or in part as provided in Subparagraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Subparagraph.

**8.43.3** Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Subparagraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Subparagraph, 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 this Subparagraph 8.43, it is determined by the County that the Contractor was not in default under the provisions



of this Subparagraph 8.43, or that the default was excusable under the provisions of Subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subparagraph 8.42, Termination for Convenience.

**8.43.5** The rights and remedies of County provided in this Subparagraph 8.43, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.44 TERMINATION FOR IMPROPER CONSIDERATION**

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

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

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

#### **8.45 TERMINATION FOR INSOLVENCY**

**8.45.1** The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

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

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

#### **8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in the [County Code Section 2.160.010](#) retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, [County Code Chapter 2.160](#). Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

#### **8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future Fiscal Years unless and until the County's Board appropriates funds for this Contract in the County's Budget for each such future Fiscal Year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last Fiscal Year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **8.48 VALIDITY**

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

#### **8.49 WAIVER**

No waiver by the County of any breach of any provision of this Contract

shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.50 WARRANTY AGAINST CONTINGENT FEES**

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

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

#### **8.51 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

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 Contract Term will maintain compliance, with [Los Angeles County Code Chapter 2.206, attached as Exhibit J, Defaulted Property Tax Reduction Program, to the Contract.](#)

#### **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 Subparagraph 8.51, Warranty of Compliance with County's Defaulted Property Tax Reduction Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ten days of notice shall be grounds upon which

County may terminate this Contract and/or pursue debarment of Contractor, pursuant to [County Code Chapter 2.206](#).

#### **8.53 TIME OFF FOR VOTING**

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

#### **8.54 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING**

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

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

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

#### **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 Subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

#### **8.56 COMPLIANCE WITH THE COUNTY POLICY OF EQUITY**

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Contractor further acknowledges that the

County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and Subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its Subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

#### **8.57 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)**

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Contract.

#### **8.58 COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL**

1. At Contractor's sole cost, Contractor shall comply with [Chapter 2.212](#) (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 – Administration, Division 4. All employees of Contractor and persons working on its behalf, including, but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").
2. Contractor Personnel are considered "fully vaccinated" against COVID-19 two weeks or more after they have received (1) the second dose in a two-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g., Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").

3. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, Centers for Disease Control and Prevention (CDC) or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the California Department of Public Health vaccination records guidelines and standards. Contractor shall also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. Contractor shall retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the County for audit purposes, when required by County.
4. Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:
  - a. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the Food and Drug Administration or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.

- b. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
  - c. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.
5. In addition to complying with the requirements of this section, Contractor shall also comply with all other applicable local, departmental, State, and Federal laws, regulations and requirements for COVID-19. A completed Exhibit G, COVID-19 Vaccination Certification of Compliance, Forms Required at the Time of Contract Execution, is a required part of any agreement with the County.

#### **8.59 USE OF COUNTY SEAL AND/OR TTC LOGOS**

The County claims right, title and interest in and to certain intellectual property, including, but not limited to, the current and former County Seals and TTC logos (collectively, County Seals). Except as expressly authorized herein, the Contractor shall not reproduce, copy, distribute, republish, download, display, post, transmit or make any other use of any kind whatsoever of the County Seals, in any format or by any means whatsoever. At no time shall the Contractor in any manner (i) modify the County Seals or (ii) create derivative works of the County Seals. The Contractor shall not in any manner sublicense, transfer or assign its rights, or delegate its duties, with respect to use of the County Seals, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted sublicense, transfer, assignment or delegation without such consent shall be null and void.

#### **8.60 LICENSES, PERMITS, REGISTRATIONS, AND PROFESSIONAL CERTIFICATIONS**

The Contractor shall maintain all licenses, permits, registrations, and/or professional certifications required by law, applicable to its legal business structure, and necessary to perform services under the Contract. The Contractor shall ensure the same of all of its officers, employees, and agents who perform services under this Contract and shall maintain all such licenses, permits, registrations, and professional certifications throughout the Contract Term and any term extensions and/or option periods exercised by the County. The Contractor shall provide evidence of such to the County within five calendar days of written request.

## 8.61 TRANSITION SERVICES

In the event of expiration or termination of this Contract for any reason, Contractor shall provide transition services to the County at no additional cost to the County. Such transition services include fully cooperating and taking all steps required or reasonably requested to make an orderly transition of the Services and County Information from Contractor to another provider. Contractor shall provide all County Information and data back to the County in both the Contractor's data format and a platform agnostic standard format, unless a different format is reasonably agreed to between the parties at the time of transition.

## 9.0 UNIQUE TERMS AND CONDITIONS

### 9.1 CONTRACTOR BUSINESS REQUIREMENTS

The Contractor must be qualified to do business in the State of California.

### 9.2 INFORMATION SECURITY AND PRIVACY REQUIREMENTS

Contractor shall comply with Exhibit K, Information Security and Privacy Requirements. The Information Security and Privacy Requirements applies to both Contractors and their Subcontractors. Contractor shall be required to certify that they are in full compliance with the provisions of the Information Security and Privacy Requirements and shall maintain compliance during the term of this contract. Failure to maintain compliance, or to timely cure defects, may be cause for Contract termination or initiation of debarment proceedings against the non-compliant Contractor ([Los Angeles County Code, Chapter 2.202](#)).

**9.2.1** The Contractor shall supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. The Contractor agrees that training at a minimum must include, but may not be limited to the following topics:

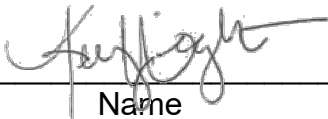
- 1. Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- 2. Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.





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

CONTRACTOR:  
David Taussig and Associates, Inc. dba DTA

By   
Name

Chief Operating Officer  
Title

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

CELIA ZAVALA  
Executive Officer  
of the Board of Supervisors

By \_\_\_\_\_

APPROVED AS TO FORM:

DAWYN R. HARRISON  
Acting County Counsel

By   
Senior Deputy County Counsel

# **EXHIBIT A**

## **STATEMENT OF WORK SPECIAL TAX CONSULTING SERVICES**

**EXHIBIT A  
STATEMENT OF WORK  
SPECIAL TAX CONSULTING SERVICES  
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## 1.0 INTRODUCTION

The Department of Treasurer and Tax Collector (TTC) is seeking proposals from qualified firms to provide Special Tax Consulting Services. The Board of Supervisors (Board), acting as the legislative body of the County, has created five Community Facilities Districts (CFDs) in accordance with the [Mello-Roos Communities Facilities Act of 1982](#) (Mello-Roos Act), and two assessment districts designated as County Improvement Districts (CIDs) in accordance with the [Municipal Improvement Act of 1913](#) (1913 Act), with current outstanding debt securities for each district referenced in Exhibit A1, Statement of Work (SOW) Attachments, Attachment 1 – List of CFDs, Improvement Areas and County Improvement Districts. Bonds have been issued for the CIDs under the [Improvement Bond Act of 1915](#) (1915 Act) and the [Improvement Act of 1911](#) (1911 Act). The 1911 Act CID assessments are billed to and collected from the property owners separately from the annual secured property taxes collected on the secured tax roll. There are two direct billing cycles performed each year for the 1911 Act CID assessments. The Board, acting on behalf of the CFDs and CIDs, has also authorized bonds to be issued under the Mello-Roos Act and the 1915 Act that are repaid from the levy and collection of an annual Special Tax or assessment placed on the secured tax rolls and payable together with annual secured property taxes billed to the owners of taxable real property located within the respective CFDs and CID.

The TTC, on behalf of CFDs and CIDs, is authorized and charged with the powers and duties for administering and delegating the duties described above. The duties, which include identifying, calculating, and reporting the special tax levies and assessments, are currently performed by an outside special tax consultant and reviewed in-house by TTC staff. The numbers of parcels affected by CFDs and CIDs for the four most recent Fiscal Years are listed in Exhibit A1, SOW Attachments, Attachment 3 – Historical Workload.

## BACKGROUND

- 1.1 The County currently has five CFDs (which include five Improvement Areas and one Service Zone), one 1915 Act CID, and one 1911 Act CID that will be initially covered by this Contract. See Exhibit A1, SOW Attachments, Attachment 1.
  - 1.1.1 The CFD Special Taxes are levied according to the Rate and Method of Apportionment of the Special Tax (the "RMA" or "Rate and Method of Apportionment") contained in the Resolution of Intention approved by the owners of real property within the CFDs. The RMA is adopted by the Board when it adopts the Resolution of Formation for the CFD.
  - 1.1.2 The CID assessments are levied in accordance with the

Resolution of Intention confirming the assessments and authorizing the issuance of the CID bonds.

- 1.2 The Special Taxes and 1915 Act CID assessments are billed and collected in the same manner, and are apportioned in the same method as ad valorem property taxes collected by the TTC on the secured tax roll. Bonds are payable from proceeds of the Special Taxes and assessments levied on real property located within their respective districts.
- 1.3 The County Office of the Assessor (Assessor) maintains and updates the property and ownership records of the County, and the County Auditor-Controller (A-C) maintains, calculates, and updates the tax roll for real property within the County. The TTC staff works closely with these departments in identifying and calculating the appropriate Special Taxes for affected properties within the various CFDs.
- 1.4 The Special Tax and 1915 Act CID assessment levies appear on the property tax bill as Direct Assessments and placement on the property tax bill is coordinated through the A-C on an annual basis.
- 1.5 There is currently one 1911 Act CID with 64 parcels. The bonds issued to finance this CID mature in 2026. The terms are disclosed in the Resolution of Intention. The 1911 Act CID assessments are not included on the annual secured property tax bill, but are billed to and collected separately. The billing cycles are performed twice each year, in March and in September, with respective due dates of April 15th and October 15th each year.

## 2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used. In addition to the definitions contained in this Paragraph 2.0, Definitions, capitalized terms and definitions shall have the meaning set forth in the Contract, Paragraph 2.0, Definitions, or as provided in context.

- 2.1 **Contract Discrepancy Report:** A document utilized by the TTC to document discrepancies or problems with Contractor's performance and record explanations of unsatisfactory performance.
- 2.2 **Performance Requirements Summary (PRS) Chart:** Identifies the key performance indicators of the Contract that the TTC will evaluate to ensure the Contractor meets performance standards, as specified in this Contract and SOW.

**2.3 Quality Control Plan:** All necessary measures taken by the Contractor to ensure that the quality of service shall meet the Contract requirements regarding timelines, security, accuracy, appearance, completeness, consistency, and conformity to the requirements set forth in this Exhibit A, SOW.

### **3.0 SCOPE OF WORK**

The Contractor shall have the ability to perform the Services identified in this SOW, and comply with the requirements as specified in the Mello-Roos Act (Section 53311 et seq. of the California Government Code), the 1913 Act (Section 10000 et seq. of the California Streets and Highways Code), the 1915 Act (Section 8500 et seq. of the California Streets and Highways Code), the 1911 Act (Section 5000 et seq. of the California Streets and Highways Code), and any subsequent amendments thereto. The Contractor shall comply with all timeframes and deadlines required by the County and shall have the ability to perform the following tasks:

#### **3.1 COMMUNITY FACILITIES DISTRICTS**

The Contractor shall:

- 3.1.1 Maintain a database of current Assessor parcel numbers for each taxable and non-taxable property within the CFD (including any Improvement Areas and Future Annexation Areas) based on the legal description of the project area contained in the Resolution of Formation. Copies of the listings shall be made available to the TTC on request.
- 3.1.2 Obtain and maintain copies of the Assessor parcel maps showing all parcels contained in the listing by March 1st of the current Fiscal Year and updated annually by the same due date.
- 3.1.3 Utilizing the RMA formula, which is provided as an attachment to the Resolution of Formation and which will be provided to the Contractor by the TTC, determine which properties are developed and which are undeveloped as defined in the RMA. Designations shall be assigned no later than June 30th of the current Fiscal Year (unless otherwise specified).
- 3.1.4 Assign a dwelling or lot square foot number as directed by the applicable RMA for each parcel which has been issued a building permit on or before March 1st of the current Fiscal Year, unless otherwise stated in the RMA (the dwelling square footage number should come from the building permit). The appropriate number should be assigned by June 30th of the current Fiscal Year (unless otherwise specified).

- 3.1.5 Assign a category or Land Use Class number corresponding to the applicable group for each parcel within the CFD. Land Use Class information is provided in the applicable RMA. The appropriate number should be assigned by June 30th of the current Fiscal Year (unless otherwise specified).
- 3.1.6 Calculate the Special Tax levy for each developed and undeveloped parcel within each CFD boundary using the annual levy as stated in the annual Resolution Fixing Special Tax Rates adopted by the Board. This Resolution will be provided to the Contractor by the County's Contract Administrator. Calculations shall be completed and reported to the County's Contract Administrator by July 1st of each year.
- 3.1.7 Prepare standard disclosure forms (Notice of Special Tax) for distribution to any individual requesting the notice or any owner of property subject to a Special Tax. Such Notice of Special Tax shall be furnished within five Business Days of receiving such request and shall comply with [California Government Code Section 53340.2](#).
- 3.1.8 Complete all Service requirements set forth in preceding Subparagraphs 3.1.1 through 3.1.7 for any new CFDs (including any Improvement Areas) under administration.
- 3.1.9 Perform any Services to maintain compliance with applicable law for the removal of CFDs no longer under administration, as needed.

### **3.2 1915 ACT COUNTY IMPROVEMENT DISTRICTS**

The Contractor shall:

- 3.2.1 Each Fiscal Year, the Contractor shall apportion the 1915 Act CID assessments to each applicable parcel within each district. Calculations shall be completed and reported to the County's Contract Administrator by July 1st of each year.
- 3.2.2 Complete all Service requirements set forth in preceding Subparagraph 3.2.1 for any new CIDs under administration.
- 3.2.3 Perform any Services to maintain compliance with applicable law for the removal of CIDs no longer under administration, as needed.



### **3.3 COMMUNITY FACILITIES DISTRICTS AND 1915 ACT COUNTY IMPROVEMENT DISTRICTS**

The Contractor shall:

- 3.3.1 Create, and/or update and maintain a database containing all current parcel and land use information. The database should contain each parcel's legal description, situs and mailing address, building and lot square footage, date of building permit(s), Special Tax and 1915 Act assessment levy, and tax payment information.

The database information shall be available to the TTC on the following schedule (unless otherwise specified):

March 1: Legal descriptions, and situs and mailing addresses  
June 30: Building permits and square footage  
July 1: Special Tax or 1915 Act assessment levy  
January 15: Payment information for 1st installment due  
November 1, delinquent if received after  
December 10th  
May 15: Payment information for 2nd installment due  
February 1, delinquent if received after April 10th

- 3.3.2 In a format acceptable to the A-C, transmit to the A-C the Special Tax and 1915 Act assessment levy computed for each developed and undeveloped parcel. All transmissions and formats shall be authorized by the TTC in accordance with the A-C's Direct Assessment Submission Procedural Manual (A-C Manual). The Direct Assessment Cycle and Direct Assessment Submission Due Dates are clearly defined in the A-C Manual. At the same time, submit a report to the County's Contract Administrator in Excel format indicating the number of parcels submitted for each account to the A-C. Coordinate with the County's Contract Administrator any manual billing requirements.

- 3.3.3 Research the A-C's Direct Assessment Exception Report which lists rejected transactions and submit necessary corrections in the appropriate format in accordance with the deadline(s) listed in the A-C Manual.

Any late submission penalties assessed by the A-C shall be the sole responsibility of the Contractor.

- 3.3.4 Monitor transactions for new parcel activity between the Assessor and the A-C during the months of July, August, and September of each year. Any changes requiring re-apportionment should be transmitted to the A-C in accordance with the A-C Manual prior to

tax bill printing and mailing. Tax bills are mailed beginning on or about October 1st of each year. The Special Tax or 1915 Act assessment for parcels which undergo changes occurring during the Fiscal Year which affect the tax bill for the same Fiscal Year will be dropped automatically from the roll and must be resubmitted to the A-C to be re-billed. The A-C will issue reports indicating the old and new parcel numbers, the Special Tax or 1915 Act assessment at the time of parcel change, and the amount dropped from the roll. The Contractor should reconcile these reports with the Contractor's records. The Contractor should resolve any discrepancies and ensure all changes are accounted for.

- 3.3.5 Review for accuracy the A-C Tax Agency Lien List, which is distributed each November and recaps the direct assessments levied for the current year. Any discrepancies should be resolved and accounted for by the Contractor.
- 3.3.6 Monitor parcel changes on an on-going basis for potential impact to the CFD or 1915 Act CID. On a monthly basis, the Special Tax or 1915 Act assessments should be recalculated for all affected parcels in accordance with the RMA or the 1915 Act assessment apportioned and changes shall be submitted to the A-C in accordance with the deadlines listed in the A-C Manual.
- 3.3.7 By the 15th Calendar Day of each month, prepare and provide a monthly activity report to the County's Contract Administrator documenting the activity for the previous month. Reports shall include, but are not limited to, original number of parcels submitted to the A-C, parcel change information and corrected tax amounts; information shall be in parcel order. Reports may be emailed and followed-up with a hard copy sent within five Business Days. Reports shall be made available sooner if reasonably requested.
- 3.3.8 Within five Business Days after payments have been posted for each apportionment of taxes (based on the first and subsequent reports, respectively) the Contractor shall prepare and send to the County's Contract Administrator a CFD or 1915 Act CID delinquent payment listing for each project, or each improvement area within a project. The listing should be in the Assessor Identification Number order and include the year of delinquency, installment (first or second), and name of the Special Tax or 1915 Act assessment which is delinquent. The report should be emailed to the County's Contract Administrator in Excel or any other format acceptable to the County's Contract Administrator.
- 3.3.9 At the direction of the County's Contract Administrator and in

accordance with the A-C Manual using the CFD or 1915 Act CID delinquency listing, prepare and submit to the A-C the documentation necessary to delete the Special Tax and 1915 Act assessment from the delinquent tax roll.

- 3.3.10 Provide consultation and advice on CFD, 1915 Act CID and other land-based financing issues or circumstances as requested from time to time by the TTC. Such work may include, but is not limited to, support for continuing disclosure reports, audits, litigation, or other administrative requirements that may develop from law or policy.
- 3.3.11 Complete all Service requirements set forth in preceding Subparagraphs 3.3.1 through 3.3.10 for any new CFDs or CIDs under administration.
- 3.3.12 Perform any Services to maintain compliance with applicable law for the removal of CFDs or CIDs no longer under administration, as needed.

#### **3.4 1911 ACT COUNTY IMPROVEMENT DISTRICTS**

The Contractor shall:

- 3.4.1 Create, and/or update and maintain a current database of Assessor parcel numbers and property owner information, debt service for each parcel, and payment collection information.
- 3.4.2 Create, and/or update and maintain a database of bondholder information.
- 3.4.3 Prepare and send bills to property owners twice a year, in March and in September. The March billing cycle includes principal, interest, and administrative fees. The March bill is delinquent if not paid by June 1st. The September billing cycle includes interest only. The September bill is delinquent if not paid by December 1st. Bills shall require payments to be remitted to Contractor.
- 3.4.4 After each billing cycle, prepare and send delinquency notices to those property owners who did not pay prior to the delinquency dates. The delinquency notices shall include any past due amounts plus penalties and interest calculated through the billing date.
- 3.4.5 Collect on bill payments remitted by property owners and forward and transmit collected amounts to the TTC by the 7th Calendar

Day of each month. Post payments collected to subsidiary ledgers to be kept for each property owner account.

- 3.4.6 Submit monthly reports of payments collected, billings, and delinquencies to the TTC by the 7th Calendar Day of each month.
- 3.4.7 By June 7th and December 7th, after each respective billing cycle, provide a summary report to the TTC of total payments collected during the billing cycle, sorted by registered bondholder.
- 3.4.8 Upon request, calculate payoff amounts for the property owners.
- 3.4.9 Provide consultation and advice on 1911 Act CID financing issues or circumstances as requested from time to time by the TTC. Such work may include, but is not limited to, support for continuing disclosure reports, audits, litigation or other administrative requirements that may develop from law or policy.
- 3.4.10 Complete all Service requirements set forth in preceding Subparagraphs 3.4.1 through 3.4.9 for any new CIDs under administration.
- 3.4.11 Perform any Services to maintain compliance with applicable law for the removal of CIDs no longer under administration, as needed.

### **3.5 SPECIAL PROJECTS**

The TTC reserves the right to require the Contractor to perform one or more Special Projects during the Contract Term. The Contractor's rates for each Special Project shall be in accordance with Exhibit B, Pricing Schedule, of the Contract. The Contractor and the County's Contract Administrator will agree on the maximum cost allowable for each Special Project prior to the Contractor beginning work on the project. Any work performed by the Contractor prior to the County's Contract Administrator's approval shall be considered gratuitous and the Contractor shall have no claim against the County for work performed.

### **3.6 PROCEDURES FOR PREPAYMENT OF SPECIAL TAX**

The County accepts prepayment of Special Tax levies for certain CFDs based on what was authorized in the RMA. Upon request, the Contractor shall calculate Special Tax prepayments for specific parcels per the applicable RMA. Prepayment of CID assessments is initially

reviewed by the TTC. All inquiries regarding prepayment of Special Taxes or assessments shall be forwarded to the County's Contract Administrator. The County's Contract Administrator will subsequently notify the Contractor of any changes to the assessment roll resulting from prepayments, and Contractor shall process changes accordingly.

### **3.7 LOCATION OF CONTRACTOR**

The Contractor shall maintain an office in the State of California. The office shall be staffed with personnel assigned to provide Services under this Contract.

### **3.8 TELEPHONE SERVICE REQUIREMENTS**

The Contractor shall have a listed toll-free business telephone number with staff available to receive telephone calls from taxpayers requesting information concerning a Special Tax or CID assessment. At a minimum, the Contractor's personnel shall be available to provide information and assistance to taxpayers during the hours of 8:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday, with the exclusion of County Observed Holidays. A recorded message is acceptable for after-hours. Messages shall be returned within 24 hours.

## **4.0 INFORMATION SECURITY AND PRIVACY REQUIREMENTS**

The Contractor shall adhere to physical and/or computer security safeguards as identified in Exhibit K, Information Security and Privacy Requirements, of this Contract.

## **5.0 QUALITY CONTROL PLAN**

Contractor shall establish and maintain a comprehensive Quality Control Plan (QCP) to ensure the Contractor meets the requirements of the Contract and provides a consistently high level of service throughout the Contract Term. The QCP shall be submitted to the County's Contract Administrator within ten Business Days following the Effective Date date of this Contract and as changes occur during the Contract Term or upon request. Contractor shall review its QCP annually and update as changes occur.

At a minimum, the QCP shall include the following:

- 5.1** The method of monitoring to ensure that all Contract requirements are being met. It must specify the activities the Contractor will monitor, including activities monitored on either a scheduled or an unscheduled basis; how often the monitoring will be performed; and the title of the individual(s) who will perform the monitoring;

- 5.2 The methods used by the Contractor to identify and prevent deficiencies in the quality of service performed before the level of performance becomes unacceptable and not in compliance with this Contract;
- 5.3 A record of all inspections conducted by the Contractor, any corrective action taken, the date a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, which shall be provided to the TTC upon request;
- 5.4 The method for ensuring Contractor maintains confidentiality.

## **6.0 BUSINESS CONTINUITY PLAN**

The Contractor shall provide a written Business Continuity Plan (BCP) for providing continuing services to the County in the event of an emergency that disrupts the Contractor's operations. The Contractor must provide an updated copy of the BCP to the County's Contract Administrator within Business Days of the Contract Effective Date and within ten Business Days when changes occur during the Contract Term. The BCP shall include, at a minimum, the following components:

- 6.1 The process for notifying the TTC immediately of any emergency that disrupts service (i.e., power outages, natural disaster, fire, cyber terrorism, etc.);
- 6.2 Timeline for operationalizing the BCP;
- 6.3 Description of the Contractor's disaster recovery plans and solutions;
- 6.4 Address, phone number, and fax number of any alternate site(s) where Contractor will perform services;
- 6.5 Description of the production capabilities at any alternate site(s);
- 6.6 Description of the Contractor's Information Technology (IT) plans and features to ensure the County's information remains accessible and secure;
- 6.7 Description of how Contractor would implement the BCP; and,
- 6.8 Description of how Contractor will test the BCP on an annual basis and update it accordingly.

## **7.0 QUALITY ASSURANCE PLAN**

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract.

### **7.1 MEETINGS**

The Contractor is required to attend any scheduled meeting as agreed upon by the County and the Contractor. Failure to attend may result in an assessment as defined in the PRS. The County will notify the Contractor in writing of the assessment and will deduct the assessment from payment to the Contractor.

### **7.2 CONTRACT DISCREPANCY REPORT**

The County will determine whether a formal Contract Discrepancy Report (CDR) is issued to the Contractor. Upon receipt of this document, the Contractor shall respond in writing to the County within three Business Days, acknowledging the reported discrepancies or presenting contrary evidence. The County will evaluate the evidence presented and determine whether the discrepancy is valid. The Contractor shall submit a plan for correction of all deficiencies identified in the CDR to the County within five Business Days and resolve discrepancy within a time period mutually agreed upon by the County and the Contractor.

### **7.3 CONTRACTOR COMPLAINT LOG**

The Contractor shall maintain a log of all complaints received from the County or the public and provide County's Contract Manager with an updated complaint log as set forth in Exhibit A1, SOW Attachments, Attachment 2, Contractor Complaint Log, upon receipt of each complaint. The Contractor shall report all complaints to the County immediately by telephone, followed with written notification and copy of any written complaint within three Business Days. The Contractor shall investigate all complaints and provide a written report to the County regarding the disposition of each complaint within five Business Days of receiving the complaint. Each written report shall include a summary of the complaint, name of the Contractor's employee(s) involved, results of the Contractor's investigation, and a statement regarding the corrective action taken to avoid or mitigate the recurrence of such a complaint. The County retains the right to terminate this Contract if the Contractor does not take any action to respond to said complaint(s).

## **7.4 SITE VISITS**

On an ongoing basis the Contractor's performance will be compared to the Contract performance standards identified herein. The County may use a variety of inspection methods to evaluate the Contractor's performance, including but not limited to: random sampling; 100% inspection of its output items on a period basis (daily, weekly, monthly, quarterly, semiannually, or annually) as determined necessary to assure a sufficient evaluation of the Contractor's performance; review of reports and files; complaints from the County site visits; and taxpayer complaints.

The TTC may designate personnel to conduct site visits to observe performance, activities, and review documents relevant to this Contract. TTC personnel will conduct site visits during normal business hours and will not unreasonably interfere with the Contractor's performance.

In addition to TTC's contracting staff, other County personnel may schedule a site visit to 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.

## **8.0 PERFORMANCE REQUIREMENTS SUMMARY**

The Performance Requirements Summary (PRS) chart lists the required services monitored by the County during the Contract Term:

- 8.1** All listings of services used in the PRS Chart are intended to be completely consistent with this Contract and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in this Contract. In any case of apparent inconsistency between services as stated in this Contract, the meaning apparent in this Contract will prevail. If any service or deliverable seems to be created in the PRS, which is not clearly and forthrightly set forth in this Contract, that apparent service will be null and void and shall place no requirement on the Contractor.
- 8.2** At the County's sole discretion, when the Contractor's performance does not conform to the requirements of this Contract, the County will have the option to apply nonperformance remedies that may include, but are not limited to, the following:
- Require the Contractor to implement a Corrective Action Plan (CAP), subject to approval by the County. In the CAP, the Contractor shall include reasons for the unacceptable performance, specific steps to



return performance to an acceptable level, and monitoring methods to prevent recurrence.

- Reduce payment to the Contractor based on the assessment indicated in the PRS Chart.
- Reduce, suspend, or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy requests for improvement of performance or to perform the neglected work specified within ten Business Days or the timeframe specified by the TTC shall constitute authorization for the County to have the service(s) performed by others. Contractor shall reimburse the County for the entire cost of such work performed by others because of the Contractor's failure to perform said service(s), as determined by the County. The Contractor shall credit to the County on the Contractor's future invoice(s) under this Contract or any other County Contract.

**8.3** Nothing within this section precludes the County's right to terminate this Contract upon ten Days' written notice with or without cause as provided in this Contract.

## **9.0 HOURS/WORK DAY**

The Contractor shall maintain days and hours of operation and staffing sufficient to complete all services within the timeframes directed by the TTC. This includes, but is not limited to, weekends and holidays. The Contractor may be required to work one or more County Observed Holidays in order to meet the requirements of this Contract. If a holiday lands on a weekend, the day prior or after is observed.

The Contractor shall be required to provide services up to seven days a week, 24 hours per day, if necessary, to meet the requirements of the Contract.

A list of County Observed Holidays may be found on the TTC's website <https://ttc.lacounty.gov/county-holidays/>.

**EXHIBIT A1 – STATEMENT OF WORK ATTACHMENTS**

- ATTACHMENT 1 – LIST OF CFDS, IMPROVEMENT AREAS, AND COUNTY  
IMPROVEMENT DISTRICTS
- ATTACHMENT 2 – CONTRACTOR COMPLAINT LOG
- ATTACHMENT 3 – HISTORICAL WORKLOAD

**STATEMENT OF WORK  
ATTACHMENT 1**

<b>LIST OF COMMUNITY FACILITIES DISTRICTS, IMPROVEMENT AREAS, AND COUNTY IMPROVEMENT DISTRICTS</b>	
<b>CFD No. 3</b>	<b>IMPROVEMENT AREA B</b>
<b>CFD No. 3</b>	<b>IMPROVEMENT AREA C</b>
<b>CFD No. 6</b>	<b>IMPROVEMENT AREA A</b>
<b>CFD No. 7</b>	
<b>CFD No. 2021-01 (Valencia-Facilities)</b>	<b>IMPROVEMENT AREA NO. 1</b>
<b>CFD No. 2021-01 (Valencia-Facilities)</b>	<b>IMPROVEMENT AREA NO. 2*</b>
<b>CFD No. 2021-02 (Valencia-Services)</b>	<b>Zone 1</b>
<b>CID No. 2659-M</b>	<b>1911 ACT CID BONDS</b>
<b>CID No. 2661-M</b>	<b>1915 ACT CID BONDS</b>

\* As of the release date of TTC RFP 2022-01 STCS bonds have not yet been issued for Improvement Area No. 2 of CFD No. 2021-01 (Valencia-Facilities)

**STATEMENT OF WORK  
ATTACHMENT 2**

**CONTRACTOR COMPLAINT LOG**

**Contractor Name:** \_\_\_\_\_

**Reporting Period:** \_\_\_\_\_

<u><b>Collector Name</b></u>	<u><b>Type of Allegation</b></u>	<u><b>Complaint No.</b></u>
------------------------------	----------------------------------	-----------------------------

_____ <b>Prepared By</b>	_____ <b>Signature</b>	_____ <b>Date</b>
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**STATEMENT OF WORK  
ATTACHMENT 3  
HISTORICAL WORKLOAD**

The figures listed below indicate the number of parcels affected by CFDs and CIDs for the four most recent fiscal years.

<b>FISCAL YEAR</b>	<b>NUMBER OF PARCELS</b>
2017-18	7,344
2018-19	7,341
2019-20	3,529
2020-21	3,528

The data provided is presented solely as historical workload statistics and the actual volume may fluctuate from year to year. The TTC reserves the right to use additional Special Tax Consultants at any time if the workload increases dramatically and/or in the opinion of the TTC, additional consultants are warranted. The TTC does **not** guarantee any specific level of work to the Special Tax Consultant.

## PRICING SCHEDULE

### A. MAXIMUM ANNUAL CONTRACT SUM FOR SERVICES

<b>MAXIMUM ANNUAL CONTRACT SUM*</b>  <i>(Existing CFDs, 1911 Act CIDs and 1915 Act CIDs, all inclusive of annual staff and material costs)</i>	<b>\$ 50,000</b>
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### B. STAFF RATES (1)

POSITION/ CLASSIFICATION	HOURLY RATE
Managing Director	\$ 210/Hour
Senior Vice President	\$ 205/Hour
Vice President	\$ 200/Hour
Senior Manager	\$ 190/Hour
Manager	\$ 180/Hour
Senior Associate	\$ 155/Hour
Associate	\$ 145/Hour
Senior Analyst	\$ 135/Hour
Analyst	\$ 125/Hour
Research Analyst	\$ 100/Hour

### C. MATERIALS (2)

DESCRIPTION	UNIT COST/MEASURE	Sales Tax
Reproduction, Postage, Delivery/Messenger Service	\$ Actual Cost/Pages	N/A
Maps and Purchase of Data	\$ Actual Cost/Pages	N/A
Travel/Mileage	\$ IRS Allowable Amount/Mile	N/A
Telephone and Facsimile	\$ Actual Cost/Pages	N/A
Magnetic Tape/Cartridge Conversion	\$ Actual Cost/Tapes	N/A
Lock Box Bank	\$ Actual Cost/Pages	N/A

\* This is the total Maximum Annual Contract Sum to perform all Services described in the Contract and Statement of Work, not including any Special Projects.

- (1) Staff Rates are hourly rates including wages, overhead, general and administrative expenses, and profit.
- (2) Materials shall be billed at cost of the material and shall not include any handling costs or indirect costs.



**STATEMENT OF WORK AND CONTRACT EXHIBITS – EXHIBIT 2  
PERFORMANCE REQUIREMENTS SUMMARY CHART**

<b>CONTRACT</b>				
<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>MAXIMUM ALLOWED DEVIATION</b>	<b>MONITORING METHOD</b>	<b>DEDUCTIONS/FEEES TO BE ASSESSED</b>
<b>Paragraph 7.1</b> Contractor's Contract Administrator <b>Paragraph 7.2</b> Contractor's Contract Manager <b>Paragraph 7.3</b> Contractor's Financial Manager	Notify the Treasurer and Tax Collector (TTC) of changes in Contract Administration staff, with resume, within five business days.	None	Inspection and Observation	\$50 per day that notification is late.
	Immediate removal of unacceptable Contract personnel.	One business day	Complaints, inspection, and observation	\$100 per occurrence of non-removal.
	Ensure staff undergo background checks before servicing the Contract.	None	Complaints, inspection, and observation	\$500 per incident of staff member noncompliance.
<b>Paragraph 7.7</b> Background and Security Investigations	Notify the TTC of the names of staff and dates fingerprinted.	None	Inspection, and observation	\$25 per incident of staff member noncompliance.



**STATEMENT OF WORK AND CONTRACT EXHIBITS – EXHIBIT 2  
PERFORMANCE REQUIREMENTS SUMMARY CHART**

<b>CONTRACT</b>				
<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>MAXIMUM ALLOWED DEVIATION</b>	<b>MONITORING METHOD</b>	<b>DEDUCTIONS/FEEES TO BE ASSESSED</b>
<b>Paragraph 7.8</b> Confidentiality	Contractor Acknowledgement and Confidentiality Agreement signed and provided to the TTC before servicing the Contract.	None	Review of reports; complaints	\$100 per day when form is not signed.
	Maintain the confidentiality of all records and information.	None	Observation; complaints	\$1,000 per unauthorized release of information.
<b>Subparagraphs 8.24</b> General Provisions for all Insurance Coverage and <b>Subparagraph 8.25</b> Insurance Coverage	Maintain required insurance policies and provide evidence of coverage to the TTC.	None	Receipt and review of insurance information	\$100 per day of lapsed coverage.
<b>Subparagraph 8.37</b> Publicity	Obtain County's advanced written permission to use County's name in advertisements.	None	Complaints, inspection, and observation	\$500 per occurrence of unpermitted use of the County name and/or logo in advertising.
<b>Subparagraph 8.38.5</b> Financial Statements and Pending Litigation	Provide required financial statements according to schedule.	None	Receipt and review of financial statements	\$50 per day for failure to produce required documents upon demand.

**STATEMENT OF WORK AND CONTRACT EXHIBITS – EXHIBIT 2  
PERFORMANCE REQUIREMENTS SUMMARY CHART**

<b>CONTRACT</b>				
<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>MAXIMUM ALLOWED DEVIATION</b>	<b>MONITORING METHOD</b>	<b>DEDUCTIONS/FEEES TO BE ASSESSED</b>
<b>Subparagraph 8.38</b> Record Retention and Inspection/Audit Settlement	Contractor to maintain all documents as specified in Subparagraph 8.38.	One business day	Inspection of files	\$50 per occurrence of failure to produce required documents upon demand.
<b>Subparagraph 8.40</b> Subcontracting	Contractor shall not subcontract any work without the advance written approval of the Treasurer and Tax Collector or his/her designee in conjunction with the approval of County's Chief Information Security Officer and/or Chief Privacy Officer.	None	Inspection and observation	\$500 per occurrence and possible termination for default.

**STATEMENT OF WORK AND CONTRACT EXHIBITS – EXHIBIT 2  
PERFORMANCE REQUIREMENTS SUMMARY CHART**

**STATEMENT OF WORK**

<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>MAXIMUM ALLOWED DEVIATION</b>	<b>MONITORING METHOD</b>	<b>DEDUCTIONS/FEEES TO BE ASSESSED</b>
<b>Subparagraph 3.1.1</b> Community Facilities Districts (CFDs)	Create and/or update and maintain a database with required information and submit copies of the listings upon request.	None	Receipt of reports	\$50 per each incident of failure to report timely.
<b>Subparagraph 3.1.6</b> CFDs	Complete and report tax levy by parcel to the County's Contract Administrator by July 1 <sup>st</sup> of current calendar year.	None	Receipt of report	\$100 per each day late. Report will be considered late if information is inaccurate.
<b>Subparagraph 3.1.7</b> CFDs	Report the monthly and cumulative number of requests for Notice of Special Tax information and the number of responses issued on monthly basis.	None	Review of reports	\$50 for each incident of failure to report timely.
<b>Subparagraph 3.3.1</b> CFDs and 1915 Act County Improvement Districts (CIDs)	Create and/or update and maintain database with required information by scheduled date(s).	None	Review of reports	\$50 per each day late. Report will be considered late if information is inaccurate.

**STATEMENT OF WORK AND CONTRACT EXHIBITS – EXHIBIT 2  
PERFORMANCE REQUIREMENTS SUMMARY CHART**

**STATEMENT OF WORK**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MAXIMUM ALLOWED DEVIATION	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
<b>Subparagraph 3.3.2</b> CFDs and 1915 Act CIDs	Transmit special tax and assessment levy computations to Auditor-Controller (A-C) in accordance with A-C Manual and submit a report in Excel to the County's Contract Administrator.	None	A-C; review of reports	\$1,000 for late submissions plus any A-C imposed penalties for late submissions and full reimbursement for correction of errors.
<b>Subparagraph 3.3.3</b> CFDs and 1915 Act CIDs	Research and submit corrections for rejected transactions in accordance with A-C Manual.	None	A-C; review of reports	\$750 plus any A-C imposed penalties for late submissions.
<b>Subparagraph 3.3.6</b> CFDs and 1915 Act CIDs	On a monthly basis, recalculate special tax levy or assessments to all parcels affected by any parcel changes and submit to A-C in accordance with A-C Manual.	None	A-C; review of reports	\$1,000 for late submissions each month changes are not submitted timely, plus full reimbursement for corrections of errors or omissions.
<b>Subparagraph 3.3.7</b> CFDs and 1915 Act CIDs	Provide monthly activity reports to the County's Contract Administrator by the 15 <sup>th</sup> calendar day of each month, unless requested sooner.	None	Review of reports	\$100 per each day late.

**STATEMENT OF WORK AND CONTRACT EXHIBITS – EXHIBIT 2  
PERFORMANCE REQUIREMENTS SUMMARY CHART**

**STATEMENT OF WORK**

<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>MAXIMUM ALLOWED DEVIATION</b>	<b>MONITORING METHOD</b>	<b>DEDUCTIONS/FEEES TO BE ASSESSED</b>
<b>Subparagraph 3.3.8</b> CFDs and 1915 Act CIDs	For each apportionment of taxes, prepare and provide an individual delinquent payment listing for each project, or each improvement area within a project, five business days after payments have been posted.	None	Review of reports	\$50 per each day late.
<b>Subparagraph 3.3.9</b> CFDs and 1915 Act CIDs	Submit necessary documentation to A-C to delete special tax or assessment from delinquent tax roll in accordance with A-C Manual.	None	Review of reports	\$150 per each day for late submissions in accordance with A-C due dates.
<b>Subparagraphs 3.4.1, 3.4.2</b> 1911 Act CID	Create and/or update and maintain a database with required information.	None	Inspection of database	\$50 per each incident of failure to maintain updated database.
<b>Subparagraph 3.4.3</b> 1911 Act CID	Send bills to property owners twice a year, according to billing cycle.	None	Review of reports or copies of bills	\$50 for each late billing, per parcel.

**STATEMENT OF WORK AND CONTRACT EXHIBITS – EXHIBIT 2  
PERFORMANCE REQUIREMENTS SUMMARY CHART**

**STATEMENT OF WORK**

<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>MAXIMUM ALLOWED DEVIATION</b>	<b>MONITORING METHOD</b>	<b>DEDUCTIONS/FEEES TO BE ASSESSED</b>
<b>Subparagraph 3.4.4</b> 1911 Act CID	Send delinquency notices to property owners as necessary, after each billing cycle.	None	Review of reports or copies of bills	\$50 per each incident of not sending delinquency notice, per parcel.
<b>Subparagraphs 3.4.5, 3.4.6</b> 1911 Act CID	Collect on bills and transmit monthly payments to the TTC by the 7 <sup>th</sup> calendar day of each month; post payments to subsidiary ledgers; submit requisite reports by 7 <sup>th</sup> calendar day of each month.	None	Review of monthly reports, receipt of funds	\$50 per each day late for either reports or transmittal of funds; reports will be considered late if reports do not balance with transmittal of funds.
<b>Subparagraph 3.4.7</b> 1911 Act CID	Provide summary report to the TTC by June 7 <sup>th</sup> or December 7 <sup>th</sup> , after each respective billing cycle.	None	Review of reports	\$100 per each day late; reports will be considered late if information is inaccurate.
<b>Paragraph 5.0</b> Quality Control Plan	A written Quality Control Plan must be provided to the TTC as specified, within ten business days following the start date of the Contract.	None	Receipt and review of Reports	\$100 per each day late. \$500 if Plan is incomplete.

**STATEMENT OF WORK AND CONTRACT EXHIBITS – EXHIBIT 2  
PERFORMANCE REQUIREMENTS SUMMARY CHART**

**STATEMENT OF WORK**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MAXIMUM ALLOWED DEVIATION	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
<p><b>Subparagraph 7.3</b> Contractor Complaint Log</p>	<p>Report all complaints to the TTC immediately by telephone, followed with written notification and copy of any written complaint within three business days. Investigate and report disposition of each complaint to the TTC within five business days of written receiving the complaint.</p>	<p>None</p>	<p>Complaints</p>	<p>\$50 per each day complaint is not properly reported.</p>

**CONTRACTOR'S EEO CERTIFICATION**

David Taussig and Associates, Inc. dba DTA

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Contractor Name

100 Bayview Circle, Suite 100, Newport Beach, CA 92660

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Address

33-0171945

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Internal Revenue Service Employer Identification Number

## GENERAL CERTIFICATION

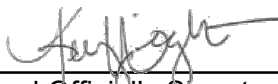
In accordance with [Section 4.32.010 of the Code of the County of Los Angeles](#), the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

## CONTRACTOR'S SPECIFIC CERTIFICATIONS

- |    |   |   |                             |
|----|---|---|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment.   | Yes <input type="checkbox"/>            | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self-analysis or utilization analysis of its work force.   | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups.  | Yes <input type="checkbox"/>            | No <input type="checkbox"/> |
| 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. | Yes <input type="checkbox"/>            | No <input type="checkbox"/> |

Kelly Wright, Chief Operating Officer

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Authorized Official's Printed Name and Title
  


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 Authorized Official's Signature

July 22, 2022

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Date



## COUNTY'S ADMINISTRATION

CONTRACT NO. \_\_\_\_\_

### COUNTY'S CONTRACT ADMINISTRATOR:

Name: Daniel Wiles  
Title: Assistant Treasurer and Tax Collector  
Address: 500 West Temple Street, Room 432  
Los Angeles, CA 90012  
Telephone: (213) 974-7175  
Facsimile: (213) 625-2249  
Email Address: [dwiles@ttc.lacounty.gov](mailto:dwiles@ttc.lacounty.gov)

### COUNTY'S CONTRACT MANAGER:

Name: Teresa Gee  
Title: Chief Public Finance Officer  
Address: 500 West Temple Street Room, 432  
Los Angeles, CA 90012  
Telephone: (213) 974-8359  
Facsimile: (213) 625-2249  
Email Address: [tgee@ttc.lacounty.gov](mailto:tgee@ttc.lacounty.gov)

## COUNTY'S ADMINISTRATION

### CHIEF INFORMATION SECURITY OFFICER:

Name: Jeffrey Aguilar  
Title: Acting Chief Information Security Officer  
Address: 320 West Temple, 7<sup>th</sup> Floor  
Los Angeles, CA 90012  
Telephone: (213) 253-5659  
Email Address: [CISO-CPO\\_Notify@lacounty.gov](mailto:CISO-CPO_Notify@lacounty.gov)

### CHIEF PRIVACY OFFICER:

Name: Lillian Russell  
Title: Chief Privacy Officer  
Address: 320 West Temple, 7<sup>th</sup> Floor  
Los Angeles, CA 90012  
Telephone: (213) 351-5363  
Email Address: [CISO-CPO\\_Notify@lacounty.gov](mailto:CISO-CPO_Notify@lacounty.gov)

### COUNTY'S DEPARTMENTAL CHIEF INFORMATION OFFICER (DCIO):

Name: Matthew Der  
Title: Departmental Chief Information Officer  
Address: 500 West Temple Street, Room 409  
Los Angeles, CA 90012  
Telephone: (213) 866-5783  
Facsimile: (213) 217-4974  
Email Address: [mder@ttc.lacounty.gov](mailto:mder@ttc.lacounty.gov)

### COUNTY'S DEPARTMENTAL INFORMATION SECURITY OFFICER (DISO):

Name: Matthew Der  
Title: Departmental Chief Information Officer  
Address: 500 West Temple Street, Room 409  
Los Angeles, CA 90012  
Telephone: (213) 866-5783  
Facsimile: (213) 217-4974  
Email Address: [mder@ttc.lacounty.gov](mailto:mder@ttc.lacounty.gov)

## CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: DTA

CONTRACT NO: \_\_\_\_\_

### CONTRACTOR'S CONTRACT ADMINISTRATOR:

Name: Andrea Roess  
Title: Managing Director  
Address: 100 Bayview Circle, Suite 100  
Newport Beach, CA 92660  
Telephone: (800) 969-4DTA  
Facsimile: (949) 480-0034  
Email Address: Andrea@FinanceDTA.com

### CONTRACTOR'S CONTRACT MANAGER:

Name: Donna Segura  
Title: Senior Vice President  
Address: 3390 University Avenue, Suite 200  
Riverside, CA 92501  
Telephone: (800) 969-4DTA  
Facsimile: (951) 781-3148  
Email Address: Donna@FinanceDTA.com

### CONTRACTOR'S ALTERNATE CONTRACT MANAGER:

Name: Kuda Wekwete  
Title: Managing Director  
Address: 100 Bayview Circle, Suite 100  
Newport Beach, CA 92660  
Telephone: (800) 969-4DTA  
Facsimile: (949) 480-0034  
Email Address: Kuda@FinanceDTA.com

## CONTRACTOR'S ADMINISTRATION

### CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Kelly Wright  
Title: Chief Operating Officer  
Address: 100 Bayview Circle, Suite 100  
Newport Beach, CA 92660  
Telephone: (800) 969-4DTA  
Facsimile: (949) 480-0034  
Email Address: Kelly@FinanceDTA.com

Name: David Taussig  
Title: President  
Address: 100 Bayview Circle, Suite 100  
Newport Beach, CA 92660  
Telephone: (800) 969-4DTA  
Facsimile: (949) 480-0034  
Email Address: David@FinanceDTA.com

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

Name: Andrea Roess  
Title: Managing Director  
Address: 100 Bayview Circle, Suite 100  
Newport Beach, CA 92660  
Telephone: (800) 969-4DTA  
Facsimile: (949) 480-0034  
Email Address: Andrea@FinanceDTA.com

## FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

*Applicability of the forms below is based on the type of contract.*

### **COVID-19 COMPLIANCE**

*COVID-19 Vaccination Certification of Compliance is applicable to Contracts where Contractor's employees 1) Interact in-person with County workforce; 2) Work onsite at County-owned, or controlled facilities/property while performing services under a Contract with the County; or 3) Come into contact with the public while performing in-person services under a Contract with the County.*

G COVID-19 VACCINATION CERTIFICATION OF COMPLIANCE

G1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY  
AGREEMENT

**COVID-19 Vaccination Certification of Compliance**  
**Urgency Ordinance, County Code Title 2 – Administration, Division 4 –**  
**Miscellaneous – Chapter 2.212 (COVID-19 Vaccinations of County Contractor**  
**Personnel)**

I, Kelly Wright, on behalf of  
David Taussig and Associates, Inc. dba DTA, (the "Contractor"), certify that on County  
Contract \_\_\_\_\_ [ENTER CONTRACT NUMBER  
AND NAME]:

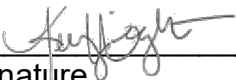
All Contractor Personnel\* on this Contract are fully vaccinated as required  
by the Ordinance.

\_\_\_\_ Most Contractor Personnel\* on this Contract are fully vaccinated as  
required by the Ordinance. The Contractor or its employer of record, has granted a  
valid medical or religious exemption to the below identified Contractor Personnel.  
Contractor will certify weekly that the following unvaccinated Contractor Personnel have  
tested negative within 72 hours of starting their work week under the County Contract,  
unless the contracting County department requires otherwise. The Contractor  
Personnel who have been granted a valid medical or religious exemption are [LIST ALL  
CONTRACTOR PERSONNEL]:

\*Contractor Personnel includes subcontractors.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I have authority to bind the Contractor, and have reviewed the requirements  
above and further certify that I will comply with said requirements.

  
Signature

July 22, 2022  
Date

Chief Operating Officer  
Title

David Taussig and Associates, Inc. dba DTA  
Company/Contractor Name

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME David Taussig and Associates, Inc. dba DTA

Contract No. \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

**CONTRACTOR ACKNOWLEDGEMENT:**

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

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

**CONFIDENTIALITY AGREEMENT:**

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

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Contract Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

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

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

SIGNATURE: 

DATE: 07 / 22 / 2022

PRINTED NAME: Kelly Wright

POSITION: Chief Operating Officer

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or



Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
1. Has ten or fewer employees during the contract period; and,
  2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

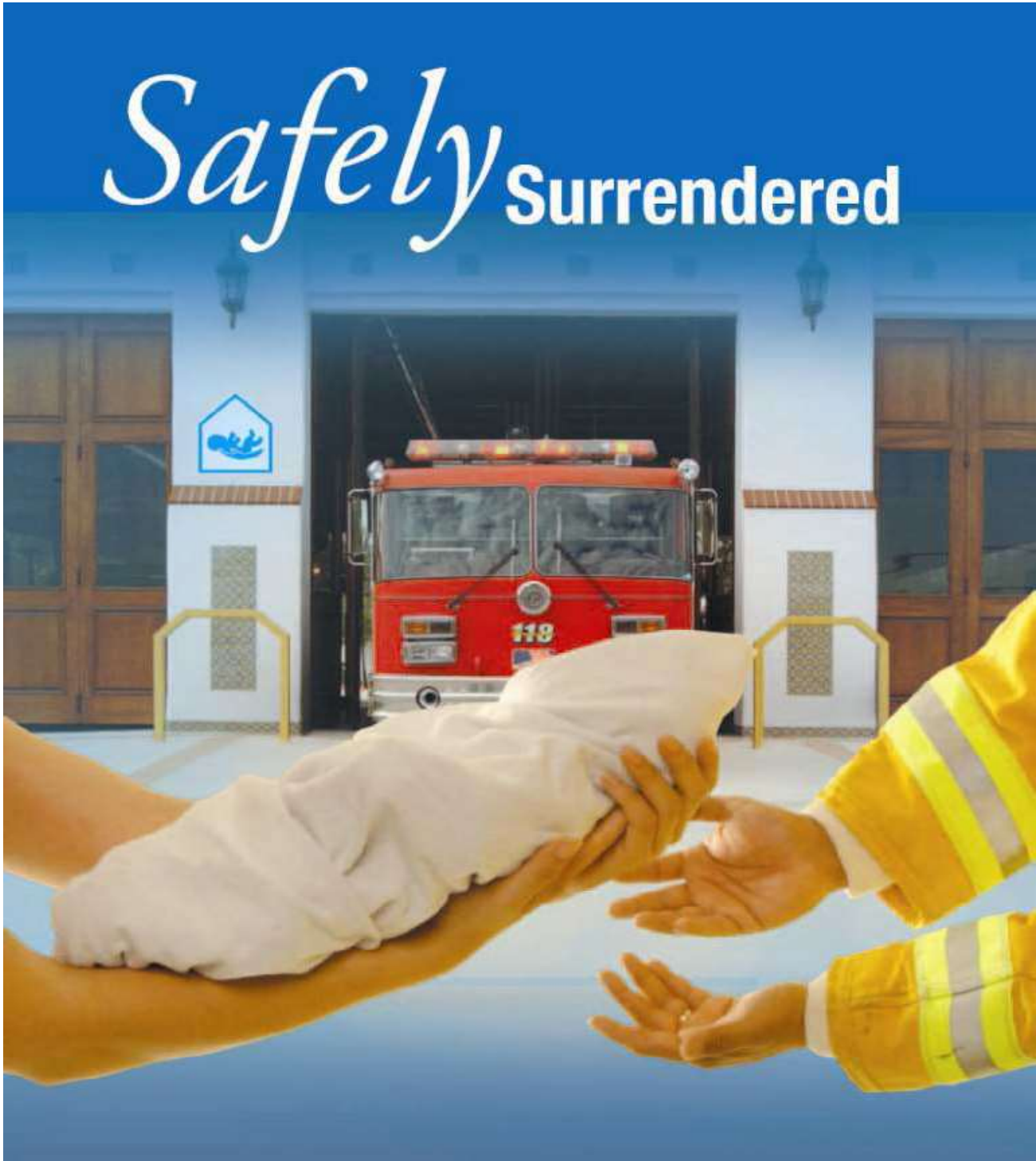
"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)


## SAFELY SURRENDERED BABY LAW

# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723  
[www.babysafela.org](http://www.babysafela.org)



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

www.babysafela.org

# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

*Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.*

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

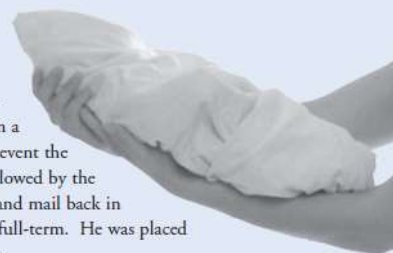
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.





# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

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



En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

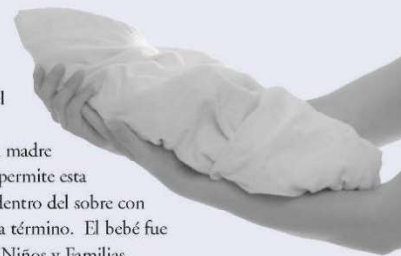
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.





**Title 2 ADMINISTRATION**  
**Chapter 2.206**  
**DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

- 2.206.010 Findings and declarations.**
- 2.206.020 Definitions.**
- 2.206.030 Applicability.**
- 2.206.040 Required solicitation and contract language.**
- 2.206.050 Administration and compliance certification.**
- 2.206.060 Exclusions/Exemptions.**
- 2.206.070 Enforcement and remedies.**
- 2.206.080 Severability.**

**2.206.010 Findings and declarations.**

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to [California Revenue and Taxation Code section 3436](#); or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to [California Revenue and Taxation Code section 2922](#); except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)



**Title 2 ADMINISTRATION**  
**Chapter 2.206**  
**DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

**2.206.030 Applicability.**

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.040 Required solicitation and contract language.**

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.050 Administration and compliance certification.**

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.060 Exclusions/Exemptions.**

- A. This chapter shall not apply to the following contracts:
  - 1. Chief Executive Office delegated authority agreements under \$50,000;
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;

**Title 2 ADMINISTRATION**  
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**DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

3. A purchase made through a state or federal contract;
  4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;  
Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement;
  6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process;
  7. Program agreements that utilize Board of Supervisors' discretionary funds;
  8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
  9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
  10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
  11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
  12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
  13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
  14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.070 Enforcement and remedies.**

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

**Title 2 ADMINISTRATION**  
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- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
1. Recommend to the Board of Supervisors the termination of the contract; and/or,
  2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
  3. Recommend to the Board of Supervisors that an exemption is justified pursuant to [Section 2.206.060.A.14](#) of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.080 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009).

## INFORMATION SECURITY AND PRIVACY REQUIREMENTS



# 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 Exhibit to the Statement of Work “Information Security, and Privacy Requirements Exhibit,” (“Exhibit K”) sets forth in detail 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 Contractor shall establish all Information Security, and Privacy Requirements within ten business days prior to the Effective Date of the Contract and maintain all Information Security and Privacy Requirements throughout the entire Contract term.

These requirements and procedures contained in this “Exhibit K” are incorporated by reference into the Terms and Conditions of the Contract and constitute a minimum standard for Information Security and Privacy Requirements in conjunction with the requirements of the Contract between the County and Contractor (the “Contract”). 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 all measures pertaining to any ongoing Threats and Risks. Failure to comply with the minimum Information Security and Privacy Requirements set forth in this “Exhibit 3K herein incorporated by reference into the Terms and Conditions of the Contract shall 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. The Terms and Conditions of the Contract shall govern and control unless stated otherwise in the Contract.

## 1. DEFINITIONS

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

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

organization used to create an organization's Information Security Program as formally expressed by its top management.

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

## 2. INFORMATION SECURITY AND PRIVACY PROGRAMS

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

Contractor's Information Security Program shall include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures shall 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 shall be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures shall be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program shall perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

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

The Contractor's Privacy Program shall include:

- A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or

destruction of County Information;

- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and
- Ongoing privacy assessments and audits.

### **3. PROPERTY RIGHTS TO COUNTY INFORMATION**

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

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

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

### **5. SHARING COUNTY INFORMATION AND DATA**

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

### **6. CONFIDENTIALITY**

- 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 calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor shall notify the County within five 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 13 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. 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 within ten business days upon receiving TTC's written approval and prior to performing any work under the Contract, 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 Treasurer and Tax Collector in conjunction with the approval of County's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

## 8. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information 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.

## 9. RETURN OR DESTRUCTION OF COUNTY INFORMATION

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

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

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

## **10. PHYSICAL AND ENVIRONMENTAL SECURITY**

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

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

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

The Contractor 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 13 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes back-ups to removable media (as described in Section 8 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such back-ups shall be encrypted in compliance with the encryption requirements noted above in Section 8 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

## 12. ACCESS CONTROL

Subject to and without limiting the requirements under Section 8 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County Contract Administrator or Contract Manager in writing; and (ii) if transferred using removable media (as described in Section 8 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements 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 13 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 8 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor shall ensure all County Information has been eradicated from such hardware and/or media using industry best practices as discussed in Section 8 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

## 13. SECURITY AND PRIVACY INCIDENTS

In the event of a Security or Privacy Incident, the Contractor 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 24 hours of detection of the Incident. All notifications shall be submitted via encrypted email and telephone to the individuals listed on Exhibit E, County's Administration.
- 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/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.

#### **14. NON-EXCLUSIVE EQUITABLE REMEDY**

The Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach, the County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 6 CONFIDENTIALITY shall constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the County.

#### **15. AUDIT AND INSPECTION**

- 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.

## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	08/24/2022	
<b>BOARD MEETING DATE</b>	09/13/2022	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Treasurer and Tax Collector (TTC)	
<b>SUBJECT</b>	Recommendation to Award a Contract for Drayage Services to Sterling Van Lines, Inc.	
<b>PROGRAM</b>	N/A	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	The current contract for the provision of drayage services will expire on 11/13/2022. An approval of this action by 09/13/2022 will allow for the continuation of services.	
<b>COST AND FUNDING</b>	Total cost: Not to exceed \$375,000 annually and \$2,062,500 for the Contract Term.	Funding source: Departmental Budget
	TERMS (if applicable): Three years plus two optional one-year renewals and/or six month-to-month extensions.	
	Explanation: The maximum contract sum for the first year is \$375,000. Funding has been included in TTC's Fiscal Year 2022-23 budget. The TTC is reimbursed from the estates administered by the Public Administrator.	
<b>PURPOSE OF REQUEST</b>	Request for approval to award and execute a contract for drayage services to Sterling Van Lines, Inc. and delegate authority to the Treasurer and Tax Collector, or his designee, to execute, administer, implement and if necessary to terminate future contracts for drayage services through a competitive procurement process.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The Treasurer and Tax Collector is the <i>ex officio</i> Public Administrator (PA) for the County, and the PA is responsible for administering decedent estates in accordance with the California Probate Code. The PA also provides administrative services to the Public Guardian, a division of the Department of Mental Health, in its provision of conservatorship and guardian services to constituents of the County. The Drayage Services provided under this Contract include packing, boxing, crating, loading, and transporting an estate's personal property to the TTC's warehouse for storage until the property is sold or distributed pursuant to the Probate Code. The recommended Contract provides for Drayage Services to support mandated operations of the PA.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone Number and Email: <ul style="list-style-type: none"> <li>• Keith Knox, Treasurer and Tax Collector, (213) 974-2101 <a href="mailto:kknox@ttc.lacounty.gov">kknox@ttc.lacounty.gov</a></li> <li>• Elizabeth Buenrostro Ginsberg, Chief Deputy, (213) 974-0703 <a href="mailto:eginsberg@ttc.lacounty.gov">eginsberg@ttc.lacounty.gov</a></li> <li>• Lisa Proft, Assistant Treasurer and Tax Collector, (213) 974-0418 <a href="mailto:lproft@ttc.lacounty.gov">lproft@ttc.lacounty.gov</a></li> </ul>	



# COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 437, Los Angeles, California 90012  
Telephone: (213) 974-2101 Fax: (213) 626-1812  
ttc.lacounty.gov and propertytax.lacounty.gov

**KEITH KNOX**  
TREASURER AND TAX COLLECTOR

Board of Supervisors  
**HILDA L. SOLIS**  
First District  
**HOLLY J. MITCHELL**  
Second District  
**SHEILA KUEHL**  
Third District  
**JANICE HAHN**  
Fourth District  
**KATHRYN BARGER**  
Fifth District

September 13, 2022

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:

**TREASURER AND TAX COLLECTOR  
RECOMMENDATION TO AWARD A CONTRACT FOR  
DRAYAGE SERVICES TO  
STERLING VAN LINES, INC.  
(ALL DISTRICTS) (3 VOTES)**

**SUBJECT**

The recommended action is to approve a Contract Award to Sterling Van Lines, Inc. (Sterling) for the provision of Drayage Services.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Award and instruct the Chair of the Board of Supervisors (Board) to sign the attached Contract (Exhibit I) with Sterling to provide Drayage Services to the County of Los Angeles (County) Department of Treasurer and Tax Collector (TTC) commencing upon Board approval, or November 14, 2022, whichever is later, for a three-year term, with an option to extend the Contract for two one-year extensions and/or six month-to-month extensions, with an annual maximum Contract Sum not to exceed \$375,000 and maximum Contract Sum for the term of the Contract not to exceed \$2,062,500.
2. Delegate authority to the Treasurer and Tax Collector, or his designee, to execute amendments to the contract to: (i) add, delete, and/or change certain terms and conditions as mandated by federal, or state, or local law or regulation, or as required by the Board and/or Chief Executive Office, which are not part of the Statement of Work (SOW); and (ii) approve assignment and delegation of the contract, resulting



from acquisitions, mergers, or other changes in ownership, with both actions subject to prior approval as to form by County Counsel.

3. Delegate authority to the Treasurer and Tax Collector, or his designee, to execute Change Notices or Amendments to the Contract to: (i) exercise the optional two one-year renewals and/or six month-to-month extensions; and (ii) increase the Contract Sum by no more than 10% for a particular contract year to allow for unanticipated industry-wide price increases, increases in work volume, or special services, subject to prior approval by County Counsel.
4. Delegate authority to the Treasurer and Tax Collector, or his designee, to execute Amendments and/or Change Notices to modify the terms of the SOW that do not materially alter the Contract, provided the TTC obtains County Counsel's approval prior to the execution of such Amendments and/or Change Notices.
5. Delegate authority to the Treasurer and Tax Collector, or his designee, to execute, administer, implement and if necessary terminate future contracts for Drayage Services through a competitive procurement process after providing advance notice to the Board.

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

The Treasurer and Tax Collector is the *ex officio* Public Administrator (PA) for the County, and the PA is responsible for administering decedent estates in accordance with the California Probate Code. The PA also provides administrative services to the Public Guardian, a division of the County Department of Mental Health, in its provision of conservatorship and guardian services to constituents of the County.

The Drayage Services provided under this Contract are unique to the PA and include packing, boxing, crating, loading, and transporting an estate's personal property to the TTC's warehouse for storage until the property is sold or distributed pursuant to the Probate Code.

To fulfill the PA's fiduciary duties delineated in the Probate Code, the TTC requests delegated authority to bring the Drayage Services contract into alignment with other explicit provisions of the Probate Code. Delegated authority will also provide the TTC with the flexibility necessary to contract with multiple vendors should one vendor fail.

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

The approval of this Contract is consistent with the County Strategic Plan Strategy III.3 – Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

### **FISCAL IMPACT/FINANCING**

The maximum Contract Sum for the first year is \$375,000. Funding for Drayage Services has been included in the TTC's Fiscal Year 2022-23 Budget and will be included in each subsequent year's budget. The TTC is reimbursed from the estates administered by the PA. The average cost is \$1,800 per estate.

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

Pursuant to Government Code Section 31000, the Board is authorized to contract for special services.

The recommended Contract contains your Board's standard Terms and Conditions, with the exception of Integrated Pest Management, Compliance with the County's Living Wage Program, and Health Insurance Portability and Accountability Act of 1996, which are inapplicable to the Contract.

The Contract expressly provides that the County does not have an obligation to pay for services by Sterling that exceed the maximum Contract Sum. Additionally, the Contract contains performance standards, including liquidated damages for substandard and/or non-performance.

Pursuant to Government Code Section 23005, the Board may delegate authority to the Treasurer and Tax Collector, or his designee, to execute, administer, and implement future contracts for Drayage Services as described in Government Code Section 31000.

### **CONTRACTING PROCESS**

On May 16, 2022, the TTC released an Invitation for Bids (IFB) for the provision of drayage services and posted the IFB on the County's open bids website of registered vendors under Moving Services Commodity Code (Attachment A), which consisted of approximately 90 registered vendors (Attachment B). The IFB was also posted on the TTC website. Additionally, the TTC mailed the IFB to 41 vendors on the TTC's mailing list (Attachment C). To achieve further outreach to firms in the small business community, the TTC provided the Office of Small Business the solicitation to promote through their newsletter.

A Mandatory Bidders' Conference was held on June 2, 2022, with two firms attending. Subsequently, the TTC issued one addendum, which provided written responses to Bidders' questions. Bids were due on June 21, 2022, at 5:00 p.m. Pacific Time. The TTC received one bid from Sterling. The bid was missing information; consequently,

The Honorable Board of Supervisors  
September 13, 2022  
Page 4

the TTC issued a Supplemental Data Request to Sterling. Sterling complied by providing the requested information.

The bid submitted by Sterling was the lowest cost, most responsive and responsible bid. Sterling's bid demonstrated the firm's thorough and comprehensive understanding of the Contract requirements. Additionally, Sterling has 27 years of experience providing services equal to than those specified in the IFB.

County Counsel has approved the Contract, as to form.

The TTC has determined that the recommended Contract is exempt from Proposition A (County Code Chapter 2.121), and the Living Wage Program (County Code Chapter 2.201) does not apply. A summary of the Community Business Enterprise Program Statistical Information for the recommended Contractor is included (Attachment D). On final analysis and consideration of award, the TTC selected the Contractor without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation, or disability.

### **IMPACT ON CURRENT SERVICES**

The current Contract expires on November 13, 2022. Approval of the recommended Contract will enable the PA to continue to perform Drayage Services when administering estates pursuant to the Probate Code.

Respectfully submitted,

KEITH KNOX  
Treasurer and Tax Collector

KK:EBG:LP:NK:EVT:MV:AC:lac

Enclosures

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



Security.gov

Home (/LACoBids/)

Solicitation Information

**Solicitation Number:** TTC IFB 2022-01 DS

**Title:** Drayage Services (DS) Invitation for Bids

**Department:** Treasurer and Tax Collector

**Bid Type:** Service **Bid Amount:** N/A

**Commodity:** MOVING SERVICES

**Description:** The County of Los Angeles (County) Department of Treasurer and Tax Collector (TTC) is issuing this Invitation for Bids (IFB) for the provision of Drayage Services.

You may download the IFB from the Internet by accessing the County's website at <https://cam.svr.co.la.ca.us/lacobids/>, selecting "Open Solicitations," and then searching by the solicitation title of Drayage Services. You may also download the IFB by accessing the TTC's website at <https://ttc.lacounty.gov/contract-opportunities>. Potential Bidders are responsible for downloading and reviewing the entire IFB.

The IFB contains the service requirements, bid content and format requirements, a description of the bid selection process, and a sample contract. Potential Bidders that meet the minimum requirements identified in Subparagraph 1.4, Bidder's Minimum Mandatory Qualifications, are invited to submit a bid to provide the services described in Appendix B, Statement of Work. Potential Bidders should carefully review the IFB and ensure their bid complies with all IFB requirements.

A virtual Mandatory Bidders' Conference (Conference) to answer questions regarding the written specifications of the IFB will be held at 11:00 a.m. Pacific Time (PT) on Thursday, June 2, 2022. Bidders that intend to submit bids must attend this conference or will be disqualified. To register to attend the Conference, please send an email to Ashley Cupino, Contracts Section, at [contracts@ttc.lacounty.gov](mailto:contracts@ttc.lacounty.gov) no later than 5:00 p.m. PT on Tuesday, May 31, 2022.

Bids must be prepared in accordance with Subparagraph 2.9, Bid Submission, of the IFB. Bidders understand and agree that submission of a bid constitutes acknowledgement and acceptance of, and a willingness to comply with, all terms and conditions of this IFB and any IFB addenda including, but not limited to, Appendix B, Statement of Work. The terms and conditions of the Sample Contract are not negotiable.

Bids are due no later than 5:00 p.m. PT on Tuesday, June 21, 2022, and shall be submitted in accordance with Subparagraph 2.9 to: [contracts@ttc.lacounty.gov](mailto:contracts@ttc.lacounty.gov). Bids received after the scheduled deadline will not be accepted and shall be returned to the sender unopened.

**Open Day:** 5/16/2022 **Closed Date:** 6/21/2022 5:00:00 PM

**Contact Name:** Ashley Cupino **Contact Phone:** (213) 974-7360

**Contact Email:** [contracts@ttc.lacounty.gov](mailto:contracts@ttc.lacounty.gov)

**Notice of Intent to Award (0):** [Click here to view notice intent to award list.](#)

**Solicitation Award (0):** [Click here to view award list.](#)

**Last Changed On:** 5/16/2022 4:29:20 PM

**Attachment File (1):** [Click here to download attachment files.](#)

File Name	Description	Type	Size	Last Update On	
TTC_IFB_2022-01_DS.pdf	IFB - Drayage Services	.pdf	3355826	05-16-2022	<a href="#">Download</a>

1

**Moving Services  
Commodity Code 962-56**

Vendor Code	Company	Address	Address 2	City	County	State	Zip	Email	Phone
142544	ACE WORLD WIDE MOVING INC.	1222 E HOWELL AVE UNIT B		ANAHEIM	Orange County	California	92805	mark.colo@aceworldwide.com	949-500-1084
152373	ACTION INSTALLATION, INC.	11822 GREENSTONE AVENUE		SANTA FE SPRINGS	Los Angeles County	California	90670	ana@actioninstallation.net	562-944-7158
141140	AF ROAD RUNNER TOWING INC	PO BOX 6534		PICO RIVERA	Los Angeles County	California	90661	angel.flores@roadrunnertowing.com	562-692-8260
167210	ALLSTATE MOVING SYSTEMS	7241 LANKERSHIM BLVD		LOS ANGELES	Los Angeles County	California	91605	melkins@amove.com	818-765-3521
52377	AMERICAN RELOCATION & LOGISTICS	13565 LARWIN CIRCLE		SANTA FE SPRINGS	Los Angeles County	California	90670	jhooper@american-moving.com	562-229-3600
52377	AMERICAN RELOCATION & LOGISTICS	LOGISTICS	13565 LARWIN CIRCLE	SANTA FE SPRINGS	Los Angeles County	California	90670	gortiz@american-moving.com	562-229-3600
205101	ANDY'S BULKY ITEM AND JUNK REMOVAL	9461 CHARLEVILLE BLVD	PMB 723	BEVERLY HILLS	Los Angeles County	California	90212	andysbulkyitempickup@gmail.com	855-931-5775
152121	ARC RESTORATION & CONSTRUCTION	6520 PLATT AVE STE 552		WEST HILLS	Los Angeles County	California	91307	gil@uniquerestoration.us	818-348-6968
143041	ARLENE HOPKINS	2621 --5TH ST SUITE 10		SANTA MONICA	Los Angeles County	California	90405	arlene.hopkins@gmail.com	310-392-5910
522930	BELTMANN GROUP	13021 LEFFINGWELL AVE		SANTA FE SPGS	Los Angeles County	California	90670	joe.diaz@beltmann.com	951-895-7502
165339	BLACKKNIGHT EXPRESS LLC	6709 LA TIJERA BL		LOS ANGELES	Los Angeles County	California	90045	blackknightexp@att.net	310-420-9747
165056	BLUECHIP MOVING AND STORAGE INC	13525 CRENSHAW BLVD		HAWTHORNE	Los Angeles County	California	90250	rick@bluechipmoving.com	310-978-2222
203153	CARKENNY, INC.	2120 S STATE COLLEGE BLVD	APT 3020	ANAHEIM	Orange County	California	92806	kenny@carkenny.com	570-692-2196
503699	CHIPMAN RELOCATIONS	AMERICAN RELOCATION & LOGISTICS	7372 DOIG DRIVE	GARDEN GROVE	Orange County	California	92841	gortiz@chipmanrelo.com	714-487-5604
205059	CHRISTINA'S ANGELS	4193 FLAT ROCK DR	BLDG 200 #246	RIVERSIDE	Riverside County	California	92505	christina@christinasangels.com	951-314-0028
198637	CJ PROPERTY SOLUTIONS LLC	1725 OCEAN AVE	APT 317	SANTA MONICA	Los Angeles County	California	90401	charlette@cjproperty.com	213-840-6505
168446	COMPELLING FUTURE	212 EUCALYPTUS DR.		EL SEGUNDO	Los Angeles County	California	90245	orangecounty@youmoveme.com	310-237-8348
154928	CPM ONE SOURCE INC	23679 CALABASAS RD., #186		CALABASAS	Los Angeles County	California	91302	ted@cpmonesource.com	310-208-8880
503507	CREST LABOR INC.	CREST MOVING COMPANY	120 E. 5TH ST.	LOS ANGELES	Los Angeles County	California	90013	crestmovingco@yahoo.com	213-626-7671
166749	DANIEL CUNNINGHAM	10709 LESTERFORD AVE		DOWNEY	Los Angeles County	California	90241	daniel@awshades.com	562-665-7359
129933	DEDICATED LOGISTX INC	PO BOX 3945		SANTA FE SPRINGS	Los Angeles County	California	90670	kyle@logistx.com	562-944-1133
206207	DENYS MERINO	4327 PENCA AVE		PALMDALE	Los Angeles County	California	93552	jaydeehauling661@gmail.com	213-985-5076
139630	E.A. TAGER COMPANY	12090 E. RIVERA RD.		SANTA FE SPRINGS	Los Angeles County	California	90670	scott@eatager.com	714-448-3784
507929	EAGLE MATERIAL HANDLING CO INC	DAVIS BACON MATERIAL HANDLING	4436 WORTH ST.	LOS ANGELES	Los Angeles County	California	90063	judy@davisbaconmh.com	323-227-1921
507929	EAGLE MATERIAL HANDLING CO INC	DOCKMASTERS	4436 WORTH STREET	LOS ANGELES	Los Angeles County	California	90063	nick@dockmasters.com	323-227-1921
146945	ECOLOGICAL LLC	7223 #B CANOGA AVE		CANOGA PARK	Los Angeles County	California	91303	lacounty.ecological@gmail.com	818-645-8100
203967	FABCO VINTAGE	501 S LOS ANGELES ST	# 421	LOS ANGELES	Los Angeles County	California	90013	fabcovintage18@gmail.com	213-476-3810
181829	FMI OFFICE SPACE DEVELOPMENT LLC	5601 E WASHINGTON BLVD		COMMERCE	Los Angeles County	California	90040	claudiab@fmisystems.com	310-425-4552
181829	FMI OFFICE SPACE DEVELOPMENT LLC	FLASH MOVING & INSTALLATION SYST	5601 E WASHINGTON BLVD	COMMERCE	Los Angeles County	California	90040	claudiab@fmisystems.com	323-776-9107
147153	G & G TRUCKING INC	721 CANDLEWOOD DRIVE		LA HABRA	Orange County	California	90631	dhooper@gogreenmoving.com	562-686-8492
170900	G&G WORKS INC.	922 N. BUENA VISTA ST.		BURBANK	Los Angeles County	California	91505	tonyg@ggworksinc.com	909-953-0622
124698	GEMINI MOVING SPECIALISTS	7241 LANKERSHIM BLVD.		NORTH HOLLYWOOD	Los Angeles County	California	91605	bmigdol@geminimoving.com	818-765-3521
124698	GEMINI MOVING SPECIALISTS	DATABANK ARCHIVES	7241 L ANKERSHIME BLVD	NORTH HOLLYWOOD	Los Angeles County	California	91605	bmigdol@databankarchives.com	818-765-3521
152032	GLOBAL OFFICE EQUIPMENT LLC	7807 TELEGRAPH ROAD UNIT E		MONTEBELLO	Los Angeles County	California	90640	ali@globalofficeequipment.com	323-721-9160
178621	GRACE INDUSTRIES	4401 ATLANTIC AVE STE 220		LONG BEACH	Los Angeles County	California	90807	cmaier@gi-ca.com	866-468-5889
145470	GREENWAY SOLID WASTE & RECYCLING INC	406 MARYGROVE ROAD		CLAREMONT	Los Angeles County	California	91711	greenwayrecycling@gmail.com	909-518-7943
180158	GREGORY E KAUFMAN	1832 S MANSFIELD AVE		LOS ANGELES	Los Angeles County	California	90019	kaufmanmovers@gmail.com	323-703-2057
136494	HOLLYWOOD MOVING AND STORAGE	6910 DEERING AVE	SUITE A	CANOGA PARK	Los Angeles County	California	91303	sales@hollywoodmove.com	818-280-1414
194066	HOME HERITAGE OF AMERICA	1005 WELTON WAY		INGLEWOOD	Los Angeles County	California	90302	expectit2happen@outlook.com	213-884-3544
173656	INFINITE BUSINESS INSTALLATION LLC	148 S 8TH AVE SUITE G		LA PUENTE	Los Angeles County	California	91746	junior@ibinstall.com	323-283-7819
203771	INTERNATIONAL DEVELOPERS & ENGINEERING	624 S GRAND AVE STE 1711		LOS ANGELES	Los Angeles County	California	90017	info@idegconstruction.com	323-386-9027
138956	IRMA UMANA	11705 DEPUTY YAMAMOTO PL STE E		LYNWOOD	Los Angeles County	California	90262	w_copiertransport@yahoo.com	310-603-0885
184293	J&P CORPORATION	11350 WRIGHT RD		LYNWOOD	Los Angeles County	California	90262	support@santanapianomovers.net	323-569-1022
195543	JUAN P MOTTA	400 MONTEREY RD	APT 2	S PASADENA	Los Angeles County	California	91030	pacificoceancollections@hotmail.com	626-818-0049
184274	JULIET MBADUGHA	2040 SHEFFIELD DR		LA HABRA	Orange County	California	90631	juliet_mbadugha@yahoo.com	562-713-1552
55371	KING RELOCATION SERVICES	KING OFFICE SERVICES	13535 LARWIN CIR	SANTA FE SPRINGS	Los Angeles County	California	90670	dblackwell@kingofficeusa.com	562-677-3166
165825	KNOX SERVICE GROUP, LLC	9200 SORENSEN AVENUE		SANTA FE SPRINGS	Los Angeles County	California	90670	aknox@knoxservicegroup.com	562-365-5150
170825	LARRY JACKSON	JACKSON, JACKSON & ASSOCIATES	1249 S DIAMOND BAR BLVD, #347	DIAMOND BAR	Los Angeles County	California	91765	cjackson@jjapi.com	909-895-7461
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200618	M&M RELOCATIONS SERVICES INC.	7250 BANDINI BLVD STE 116		COMMERCE	Los Angeles County	California	90040	mm.frankmercado@gmail.com	323-728-2303
523842	MANPOWER, INC.	521 W 6TH ST		LOS ANGELES	Los Angeles County	California	90014	robin.sherman@na.manpower.com	562-972-1500
199795	MARGARET C. PETT, INC.	DBA INFO-COM BUSINESS PRODUCTS	1472 MORADA PL	ALTADENA	Los Angeles County	California	91001	margaret@infocombp.com	626-818-2312
186251	MERIT MOVING SYSTEMS, INC.	5655 DOLLY AVENUE		BUENA PARK	Orange County	California	90621	speavey@meritmovingsystems.com	714-522-3540
199381	MODULAR AND DATA SERVICES CORP.	12090 RIVERA RD		SANTA FE SPGS	Los Angeles County	California	90670	abraham@modularanddataservices.com	323-819-2000
63341	MOVER SERVICES, INC.	721 E. COMPTON BLVD.		RANCHO DOMINGUEZ	Los Angeles County	California	90220	johnmoses@msiatlas.com	310-868-5143

**Moving Services  
Commodity Code 962-56**

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112825	NATIONAL RELOCATION SERVICES	2671 POMONA BLVD.		POMONA	Los Angeles County	California	91768	icito@nrsca.com	909-869-5748
186014	NEW CENTURY XPRESS CORP.	420 N MCKINLEY ST STE 111-453		CORONA	Riverside County	California	92879	jquintero@nctxpress.com	951-722-5411
198305	NOLA SEVEN LLC	6285 E SPRING ST	# 521	LONG BEACH	Los Angeles County	California	90808	info@bioonelongbeach.com	562-235-7182
169075	NUNEZ ENTERPRISE, INC	19500 NORMANDIE AVE		WHITTIER	Los Angeles County	California	90502	memo@teamnoi.com	310-436-8628
179731	PINK TRANSFER INC.	730 E CYPRESS AVE		MONROVIA	Los Angeles County	California	91016	pink@pinkmoving.com	626-357-2919
199253	PURE FREIGHT INC.	5330 W WASHINGTON BLVD		LOS ANGELES	Los Angeles County	California	90016	rasmus@purefreight.com	310-499-4870
173095	ROBERT A GORDON-FLASH MOVING & INSTALL	5601 E WASHINGTON BLVD		COMMERCE	Los Angeles County	California	90040	robert@fmisystems.com	323-776-9107
185022	ROCHELLE R JEFFERSON	269 S BEVERLY DR # 689		BEVERLY HILLS	Los Angeles County	California	90212	rjestatesllc@gmail.com	213-207-6502
165815	SAMMOVINGINC	13950 ROSECRANS BLVD #E		SANTA FE SPRINGS	Los Angeles County	California	90706	sammovinginc@hotmail.com	626-625-0339
202340	SENXA	21050 VANOWEN ST	APT 233	CANOGA PARK	Los Angeles County	California	91303	dwaynetrapp@gmail.com	323-629-6072
118269	SHATTO CORPORATION	425 SHATTO PL STE 308		LOS ANGELES	Los Angeles County	California	90020	lindarayeboom@sbcgobal.net	213-384-8332
206440	SHE HQ LLC	25110 ESHELMAN AVE	APT 121	LOMITA	Los Angeles County	California	90717	shehqlogistics@gmail.com	424-393-8628
190179	SILVER STAR MOVERS, INC.	2132 W 237TH ST		TORRANCE	Los Angeles County	California	90501	sveto@silverstar.la	800-725-7955
52071	SI-NOR INC.	14521 SOUTH AVALON BOULEVARD		GARDENA	Los Angeles County	California	90248	sinorinc@aol.com	310-329-2999
11142	SPECIALIZED BUSINESS SYSTEMS, INC.	3306 GLENDALE BLVD	SUITE 2	LOS ANGELES	Los Angeles County	California	90039	sbsla@pacbell.net	818-956-0823
108899	SPEEDWELL TRANSPORTATION	860 W. AVENUE L8		LANCASTER	Los Angeles County	California	93534	hhg@speedwelltrans.com	661-942-1161
126613	STANLEY G ALEXANDER INC	ALEXANDER'S MOBILITY SERVICES	12080 RIVERA RD.	SANTA FE SPRINGS	Los Angeles County	California	90670	jamesfellenz@alexanders.net	562-382-3593
114452	STERLING VAN LINES	6850 SUVA ST		BELL GARDENS	Los Angeles County	California	90201	doug@sterlingvanlines.com	323-981-1440
196274	T P R K COMPANY	11138 DEL AMO BLVD		LAKEWOOD	Los Angeles County	California	90715	info@letitgodemo.com	323-321-7292
144781	TAAB RESTORATION INC.	SERVPRO OF ARCADIA & PASADENA	1825 PECK ROAD SUITE G & H	MONROVIA	Los Angeles County	California	91016	servpro9367@yahoo.com	626-447-4111
27027	TAB PRODUCTS COMPANY	12501 IMPERIAL HWY., STE. 120		NORWALK	Los Angeles County	California	90650	cgutierrez@tab.com	562-868-1585
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190788	TJM TRUCKING LLC	26740 ISABELLA PKWY APT 201		CANYON COUNTRY	Los Angeles County	California	91351	tjmtrucking@yahoo.com	818-602-3776
49328	TORREZ TRUCKING, INC.	190 E. CROWTHER AVE	SUITE B	PLACENTIA	Orange County	California	92870	sandra@torreztrucking.com	714-572-3008

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Z Movers	Peter Sandmann	<a href="mailto:info@zmoversla.com">info@zmoversla.com</a>

**COMMUNITY BUSINESS ENTERPRISE PROGRAM  
STATISTICAL INFORMATION**

FIRM/ORGANIZATION INFORMATION AS PROVIDED BY BIDDER  
**Drayage Services**

The following information was gathered for statistical purposes only. On final analysis and consideration of award, contractor was selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation, or disability.

<b>FIRM INFORMATION</b>	<b>Sterling Van Lines, Inc. (Sterling)</b>	
<b>CULTURAL/ETHNIC COMPOSITION</b>	<b>% of Ownership</b>	<b>No.</b>
<b>OWNERS/PARTNERS/ Associate Partners:</b>	100	5
<b>Black/African American</b>	1	
<b>Hispanic/Latino</b>	8	
<b>Asian or Pacific Islander</b>	0	
<b>American Indian</b>	0	
<b>Filipino</b>	0	
<b>White</b>	5	
<b>Women (included above)</b>	6	
<b>TOTAL NUMBER OF EMPLOYEES</b>	14	
<b>Certified as Minority, Women, Disadvantaged, Disabled Veteran, and Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning-Owned (LGBTQQ) Business Enterprise?</b>	No	





**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**TREASURER AND TAX COLLECTOR**

**AND**

**STERLING VAN LINES, INC.**

**FOR**

**DRAYAGE SERVICES**

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## **STANDARD EXHIBITS**

- A STATEMENT OF WORK
- B PRICING SCHEDULE
- C STATEMENT OF WORK AND CONTRACT EXHIBITS
- D CONTRACTOR'S EEO CERTIFICATION
- E COUNTY'S ADMINISTRATION
- F CONTRACTOR'S ADMINISTRATION
- G FORM(S) REQUIRED AT THE TIME OF CONTRACT EXECUTION  
(COVID-19 Vaccination Certification of Compliance and Confidentiality Forms)
  - G COVID-19 VACCINATION CERTIFICATION OF COMPLIANCE
  - G1 CONTRACTOR ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT
- H JURY SERVICE ORDINANCE (CONTRACTOR EMPLOYEE JURY SERVICE)
- I SAFELY SURRENDERED BABY LAW
- J DEFAULTED PROPERTY TAX REDUCTION PROGRAM
- K BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)
- L INFORMATION SECURITY AND PRIVACY REQUIREMENTS

**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
TREASURER AND TAX COLLECTOR  
AND  
STERLING VAN LINES, INC.  
FOR  
DRAYAGE SERVICES**

This Contract and Exhibits made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between the County of Los Angeles, hereinafter referred to as County and Sterling Van Lines, Inc., hereinafter referred to as Contractor. Contractor is located at 4550 East Olympic Boulevard, Los Angeles, CA 90022.

**RECITALS**

**WHEREAS**, pursuant to California [Government Code, Section 31000](#), which authorizes the Board of Supervisors (Board) to contract for special services; and

**WHEREAS**, the Treasurer and Tax Collector serves as the *ex officio* Public Administrator (PA) for the County; and

**WHEREAS**, the California Probate Code pursuant to [section 7600 et. al.](#) requires the PA to administer decedent's estates; and

**WHEREAS**, the County of Los Angeles Department of Treasurer and Tax Collector (TTC), under agreement with the County Public Guardian, provides services to conservatees' estates; and

**WHEREAS**, the TTC may provide Drayage Services to decedents' estates under its Administration, during the course of estate administration and in accordance with the California Probate Code; and

**WHEREAS**, the TTC is responsible for decedents and conservatees' estate administration and desires to engage Contractor to provide Drayage Services; and

**WHEREAS**, the County may contract with private businesses for Drayage Services when certain requirements are met; and

**WHEREAS**, the Contractor is a private firm specializing in providing Drayage Services; 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, B, C, D, E, F, G, H, I, J, K and 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 shall be resolved by giving precedence first to the terms and conditions of this Contract and then to the Exhibits according to the following priority:

### STANDARD EXHIBITS:

EXHIBIT A	Statement of Work
EXHIBIT B	Pricing Schedule
EXHIBIT C	Statement of Work and Contract Exhibits
EXHIBIT D	Contractor's EEO Certification
EXHIBIT E	County's Administration
EXHIBIT F	Contractor's Administration
EXHIBIT G	Form(s) Required at the Time of Contract Execution
EXHIBIT H	Jury Service Ordinance (Contractor Employee Jury Service)
EXHIBIT I	Safely Surrendered Baby Law
EXHIBIT J	Defaulted Property Tax Reduction Program
EXHIBIT K	Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
EXHIBIT L	Information Security and Privacy Requirements

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Subparagraph 8.1, Change Notices and Amendments, of this Contract, and signed by both parties.

## 2.0 DEFINITIONS

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

- 2.1 Board of Supervisors or Board:** The governing body of the County of Los Angeles.
- 2.2 Business Days:** Monday through Friday, excluding County observed holidays, unless otherwise stated.

- 2.3 Calendar Days:** Monday through Sunday, including County observed holidays, unless otherwise stated.
- 2.4 Contract:** This agreement executed between the County and the Contractor. Included are all supplemental agreements amending or extending the service to be performed. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work including Statement of Work (SOW), Exhibit A.
- 2.5 Contract Term:** The period of the Contract, commencing upon the Effective Date, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 2.6 Contractor:** The sole proprietor or business that has entered into a Contract with the County to perform or execute the work covered by this Contract.
- 2.7 Contractor's Authorized Official(s):** The individual authorized by the Contractor, that the Contractor represents and warrants such individual has actual authority to execute documents under this Contract on behalf of the Contractor.
- 2.8 Contractor's Contract Administrator:** The individual authorized by the Contractor as principal officer to oversee contractual or administrative matters relating to this Contract that cannot be resolved by the Contractor's Contract Manager.
- 2.9 Contractor's Contract Manager:** The individual authorized by the Contractor to administer the Contract operations under this Contract.
- 2.10 Contractor's Financial Manager:** The individual authorized by the Contractor to have full authority to act on behalf of the Contractor in all matters related to invoicing under this Contract.
- 2.11 Contractor's Staff:** Any person designated by the Contractor to perform services under this Contract.
- 2.12 County:** The County of Los Angeles.
- 2.13 County Information:** All Data and Information belonging to the County.
- 2.14 County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. Contractor is not required to provide services on County observed holidays unless otherwise stated in the SOW or Contract. A list of County observed



holidays may be found on the County's website  
<https://lacounty.gov/government/about-la-county/county-holidays/>

- 2.15 County's Contract Administrator:** The individual authorized by the TTC to oversee contractual or administrative matters relating to this Contract that cannot be resolved by the County's Contract Manager.
- 2.16 County's Contract Manager:** The individual authorized by the County's Contract Administrator to manage the operations under this Contract.
- 2.17 County's Contract Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.18 Day(s):** Calendar day(s) unless otherwise specified.
- 2.19 Drayage or Drayage Services:** The packing, crating, and moving/hauling of personal household goods.
- 2.20 Effective Date:** The date of approval of this Contract by County's Board of Supervisors.
- 2.21 Fiscal Year:** The 12-month period beginning July 1st and ending the following June 30th.
- 2.22 Performance Requirements Summary (PRS) Chart:** Identifies the key performance indicators of the Contract that the TTC will evaluate to ensure the Contractor meets performance standards, as specified in this Contract and SOW.
- 2.23 Public Administrator (PA):** The Treasurer and Tax Collector and his/her designee responsible for the estates of persons who die intestate, without leaving a will or without an executor able and willing to act. The Treasurer and Tax Collector serves as the *ex officio* Public Administrator for the County.
- 2.24 Public Guardian (PG):** The Office of the Public Guardian is a division of the County's Department of Mental Health. The purpose of the Public Guardian is to protect, care for, and to administer the estate of individuals who cannot provide for their basic needs or who are unable to resist fraud or undue influence.
- 2.25 Subcontractor(s):** Any individual, sole proprietor, firm, partnership, joint

venture, corporation, or other legal entity furnishing supplies, services, equipment, and/or materials to Contractor in furtherance of Contractor's performance under this Contract, under oral or written agreement.

- 2.26 Treasurer and Tax Collector:** The director of the County's Department of Treasurer and Tax Collector.
- 2.27 TTC:** The County of Los Angeles Department of Treasurer and Tax Collector.
- 2.28 TTC Staff:** The staff of the County's Department of Treasurer and Tax Collector.
- 2.29 TTC Warehouse:** A County-owned facility used to store personal property for decedent and conservatee estates located at 16610 Chestnut Street, City of Industry, CA 91748.

### **3.0 WORK**

- 3.1** Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services, and other work as set forth herein including, but not limited to, Exhibit A, SOW.
- 3.2** The Contractor shall ensure that the Services are performed pursuant to the requirements of this Contract and shall conform to industry best practices and high professional standards as exist in the Contractor's profession or field of practice. The Contractor shall ensure that Services are performed by qualified Contractor staff, who shall be at all times compliant with all applicable local, State, and Federal laws and regulations.
- 3.3** If the Contractor provides any tasks, deliverables, goods, services, and/or other work other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor without consideration, and the Contractor shall have no claim whatsoever against the County for those tasks, goods, services, and/or other work.

### **4.0 TERM OF CONTRACT**

- 4.1** The Contract Term shall be for a period of three years commencing upon approval by the Board or November 14, 2022, whichever is later, unless sooner terminated or extended in whole or in part, as provided in this Contract.
- 4.2** After the initial term, the TTC shall have the sole option to extend the Contract Term for up to two additional one-year and/or six month-to-month extensions, for a maximum total Contract Term of five years and six months. The TTC may exercise each such extension option at its sole

discretion. In the event the TTC desires to renew the Contract by exercising an option term, the TTC shall provide Contractor with a written notice of intent to renew the Contract at least 30 calendar days prior to the expiration of the then current term of the Contract. The option to renew shall be set forth in writing, as provided in Subparagraph 8.1.5, Change Notices and Amendments, of this Contract.

- 4.3** The County maintains database that tracks/monitors 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.
- 4.4** The Contractor shall notify the County's Contract Administrator when this Contract is within six months of the expiration of the Contract Term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send a written notification to the County's Contract Administrator at the address herein provided in Exhibit E, County's Administration.

## **5.0 CONTRACT SUM**

### **5.1 TOTAL CONTRACT SUM**

**5.1.1** The maximum Contract Sum under the terms of this Contract shall be the total monetary amount payable by the County to the Contractor for provision of the services specified herein in accordance with Exhibit B, Pricing Schedule, and shall not exceed \$375,000 annually. Any adjustments to the Contract Sum shall be in accordance with Subparagraph 8.1.

**5.1.2** Contract rates specified in Exhibit B, Pricing Schedule, shall remain firm and fixed for the Contract Term including all option extensions.

### **5.2 WRITTEN APPROVAL FOR REIMBURSEMENT**

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

### **5.3 NOTIFICATION OF 75% OF CONTRACT SUM**

The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred 75% of the total Contract Sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the County's Contract Administrator at the address herein provided in Exhibit E, County's Administration.

### **5.4 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF CONTRACT**

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment, it shall immediately notify the County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

### **5.5 INVOICES AND PAYMENTS**

**5.5.1** The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A, SOW, and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B, Pricing Schedule, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing, no payment shall be due to the Contractor for that work.

**5.5.2** The Contractor's invoices shall be priced in accordance with Exhibit B, Pricing Schedule.

**5.5.3** The Contractor's invoices shall be legible and contain the information set forth in Exhibit A, SOW describing the tasks, deliverables, goods, services, work hours, facility, and/or other work for which payment is claimed. Each invoice shall include the following information:

- Contractor's name and address;
- TTC's name and address;
- Invoice date;

- Unique invoice number;
- Month/Year when service was delivered;
- Contractor's Tax Identification Number;
- Remittance Address;
- Each line item on the invoice should be numbered sequentially;
- TTC Job Request Number;
- Estate Number;
- Estate name and address;
- Dates of Drayage;
- Start and quit time of work crew;
- Listing of each employee and number of hours worked;
- Listing of services performed, itemized by date;
- Itemization of packing materials used (e.g., rolls of tape, cartons by size, etc.) the quantity of each, and their respective cost;
- Number of crates delivered to warehouse; and
- Total amount due

**5.5.4** The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

**5.5.5** All invoices and supporting documentation shall be submitted via email to:

[ttcbudget@ttc.lacounty.gov](mailto:ttcbudget@ttc.lacounty.gov)

**5.5.6** TTC will pay all invoices via Electronic Funds Transfer (EFT). The Contractor is responsible for updating banking information timely if there are any changes, and notify Fiscal Services Section at [ttcbudget@ttc.lacounty.gov](mailto:ttcbudget@ttc.lacounty.gov).

**5.5.7** The County's Contract Manager may request Contractor to provide a revised, annotated invoice based on an identified discrepancy. Revised or corrected invoices must be properly marked. Revised invoices must indicate "Revised" if using the same invoice number, or "Cancel/Supersede" and reference the original invoice number, if using a new invoice number.

- 5.5.8 The TTC will not reimburse for rental of any specialty equipment unless previously approved in writing. Contractor shall submit original rental receipts with the invoice.
- 5.5.9 Contractor shall submit invoices for fixed bid jobs with a copy of the TTC approved bid.
- 5.5.10 The TTC will not pay for double driving time (i.e., driving time from Contractor's business location to drayage site and from the TTC Warehouse to Contractor's business location). Billable hours will commence at the drayage site, after the truck(s) arrive(s) and when the work crew begins working. Billable hours will terminate when the unloading is complete at the TTC Warehouse.
- 5.5.11 The TTC will not pay the premium rate unless specifically ordered and preauthorized by the TTC.

**5.5.12 COUNTY APPROVAL OF INVOICES**

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

**5.5.13 LOCAL SMALL BUSINESS ENTERPRISES – PROMPT PAYMENT PROGRAM (IF APPLICABLE)**

Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

**5.6 DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER**

- 5.6.1 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 a contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.6.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and

comply with all accounting, record keeping, and tax reporting requirements.

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

## **6.0 ADMINISTRATION OF CONTRACT - COUNTY**

A listing of all County's Administration referenced in the following Subparagraphs is designated in Exhibit E, County's Administration. The County will notify the Contractor in writing of any change in the names or addresses shown.

The TTC will assign a County Contract Administrator and a County Contract Manager to provide, among other things, overall management and coordination of the Contract and act as liaisons for the TTC.

The TTC will notify the Contractor in writing of the names, addresses, and telephone numbers of the individuals designated to act as the County's Contract Administrator and Contract Manager.

### **6.1 COUNTY'S CONTRACT ADMINISTRATOR**

- 6.1.1** The County's Contract Administrator is responsible for ensuring that the Contractor meets the objectives of this Contract and determines the Contractor's compliance with this Contract. This includes inspecting all tasks, deliverables, goods services, or other work provided by or on behalf of the Contractor.
- 6.1.2** The County's Contract Administrator is responsible for providing, among other things, overall direction to the Contractor in the areas relating to County and TTC policy, information requirements, and procedural requirements.
- 6.1.3** The County's Contract Administrator is not authorized to make any changes in any of the terms and conditions of this Contract except as permitted in accordance with Subparagraph 8.1,

Change Notices and Amendments, and is not authorized to further obligate the County in any respect whatsoever.

## **6.2 COUNTY'S CONTRACT MANAGER**

**6.2.1** The County's Contract Manager is responsible for managing all operational matters under the Contract; requesting meeting as needed with the Contractor's Contract Manager; and inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

**6.2.2** The County's Contract Manager is not authorized to make changes to the terms and conditions of the Contract and is not authorized to further obligate the County in any respect whatsoever.

## **6.3 COUNTY'S CONTRACT MONITOR**

The County's Contract Monitor is responsible for providing day-to-day operational instructions and information; scheduling and coordinating all Drayage Service requests; serving as the Contractor's primary point-of-contact for issues and questions affecting the provision of contracted services; inspecting all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; and monitoring Contractor's performance in the daily operation of this Contract.

## **6.4 COUNTY'S DEPARTMENTAL CHIEF INFORMATION OFFICER (DCIO)**

The DCIO is responsible for managing the planning, design, coordination, development, implementation, and maintenance of the Department's information systems.

## **6.5 COUNTY'S DEPARTMENTAL INFORMATION SECURITY OFFICER (DISO)**

The DISO develops and implements departmental Information Technology (IT) security application, policies, standards, and procedures intended to prevent the unauthorized use, release, modification, loss, or destruction of Data and to ensure the integrity and security of the Department's IT infrastructure.

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

A listing of all Contractor Administration referenced in the following Subparagraphs is designated in Exhibit F, Contractor's Administration. The Contractor shall notify the County in writing of any change in the names or addresses shown.



## **7.1 CONTRACTOR'S CONTRACT ADMINISTRATOR**

- 7.1.1** The Contractor's Contract Administrator shall be a full-time staff of the Contractor. The Contractor's Contract Administrator shall be a principal officer in the Contractor's office to service this Contract and to act as a liaison for the Contractor in coordinating the performance of services under the Contract. The Contractor shall provide the TTC, in writing of the name, address, and telephone number of the individual designated to act as the Contractor's Contract Administrator at the time the Contract is implemented and as changes occur during the Contract Term. Such notification shall be made by the Contractor no later than five business days after a change occurs and will include a current resume for the new Contractor's Contract Administrator.
- 7.1.2** The Contractor's Contract Administrator shall be responsible for the Contractor's performance of all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor and ensure the Contractor's compliance with the Contract.
- 7.1.3** The Contractor's Contract Administrator shall be available to meet and confer with the County's Contract Administrator on an as-needed basis either in person or by telephone as mutually agreed by the parties, to review Contract performance and discuss Contract coordination. Such meetings shall be conducted at a time and place as mutually agreed by the parties.

## **7.2 CONTRACTOR'S CONTRACT MANAGER**

- 7.2.1** The Contractor's Contract Manager shall be a full-time employee of the Contractor. The Contractor shall inform the County's Contract Manager in writing of the name, address, and telephone number of the individual designated to act as the Contractor's Contract Manager at the time this Contract is implemented and as changes occur during the Contract Term. Such notification shall be made by Contractor no later than five business days after a change occurs and will include a current resume for the new Contractor's Contract Manager.
- 7.2.2** The Contractor's Contract Manager shall have full authority to act on behalf of the Contractor on all matters related to the Contractor's day-to-day activities as related to the Contract and shall coordinate with the County's Contract Manager and the County's Contract Monitor on a regular basis.
- 7.2.3** The Contractor's Contract Manager shall be available during work hours, 7:00 a.m. to 4:00 p.m. Pacific Time (PT), Monday through

Friday, for telephone or email contact and to meet as needed with the County's Contract Manager to discuss the Contract.

### **7.3 CONTRACTOR'S FINANCIAL MANAGER**

Exhibit F, Contractor's Administration, reflects the designation of the Contractor's Financial Manager. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Financial Manager no less than five business days after a change occurs.

The Contractor shall assign a Financial Manager to act as liaison for the Contractor and have full authority to act on behalf of Contractor in all matters related to payments and fees under this Contract. The Contractor's Financial Manager shall be available during work hours, 8:00 a.m. to 5:00 p.m. PT, Monday through Friday, for telephone and email contact and to meet with County personnel regarding any invoices issued under this Contract.

### **7.4 APPROVAL OF CONTRACTOR'S STAFF**

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

### **7.5 CONTRACTOR'S STAFF**

**7.5.1** The Contractor shall appoint at least one authorized on-site staff to act for the Contractor in every detail and that staff must speak and read fluently in English.

**7.5.2** The Contractor shall assign a sufficient number of staff to perform work and services, and all such staff shall communicate effectively and use good judgement. The Contractor is responsible for providing training and supervising staff assigned to perform work and services under this Contract.

**7.5.3** Each Drayage crew (minimum of two Contractor's staff) shall have a responsible lead person to supervise the crew. Such lead person must speak English fluently, shall be able to receive and understand oral and/or written instructions from the TTC staff, and must have the ability to deliver those instructions accurately to the crew members. The lead person should have a minimum of three month's experience working on the TTC Contract or providing substantially similar services.

- 7.5.4** If the TTC Contract Monitor notices that the Contractor is experiencing high turnover in staff, Contractor will be required to provide the TTC with a plan to reduce turnover, manage employee retention, and provide training to ensure Contractor can provide knowledgeable and dependable staff and consistent quality service.
- 7.5.5** Prior to the start of the Contract, the Contractor shall provide to the TTC's Contracts Section, a preliminary pool/list of staff that will be performing work under this Contract. Only those Contractor's Staff that have passed the background investigation process in accordance with Subparagraph 7.7, Background and Security Investigations, of this Contract, may work under this Contract. The County's Contract Manager shall utilize the approved list/pool of staff to monitor job assignments and monitor the Contractor's Staff at the Drayage site.
- 7.5.6** As Contractor's approved list/pool of staff assigned to this Contract changes, Contractor shall within five business days: (1) notify the TTC Contracts Section of the staffing change, and (2) initiate the background investigation check process for the new staff. New Contractor's Staff may not work under this Contract until: (1) they clear the background investigation check; and (2) the TTC Contracts Section notifies Contractor of the employee's background investigation check clearance.
- 7.5.7** The Contractor shall have an established set of procedures to ensure the Contractor's Staff promptly report actual and/or suspected breaches of security.

## **7.6 CONTRACTOR'S STAFF IDENTIFICATION**

- 7.6.1** The Contractor shall provide, at Contractor's expense, all staff assigned to this Contract with a photo identification badge in accordance with the County specifications. Specifications may change at the discretion of the County and the Contractor will be provided new specifications as required. The format and content of the badge is subject to the TTC's approval prior to the Contractor implementing the use of the badge. The Contractor's staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.
- 7.6.2** The Contractor shall notify the TTC within one business day when staff is terminated from working under this Contract. The Contractor shall retrieve and immediately destroy the staff's

County photo ID badge at the time of removal from the County Contract.

- 7.6.3** If the TTC requests the removal of the Contractor's staff, the Contractor is responsible to retrieve and immediately destroy the Contractor's staff's County photo Identification badge at the time of removal from working on the Contract.

## **7.7 BACKGROUND AND SECURITY INVESTIGATIONS**

- 7.7.1** Each of Contractor's staff performing work under this Contract who is in a designated sensitive position, as determined by the TTC in the TTC's sole discretion, shall undergo and pass, to the satisfaction of the TTC, a background investigation as a condition of beginning and continuing to work under this Contract. Typically, the positions required to undergo and pass a background investigation include, but are not limited to, Contractor's Contract Administrator, Contractor's Contract Manager, and staff that have access to County information and/or assets.

Such background investigation shall be obtained through fingerprints submitted to the California Department of Justice (DOJ) to include State, local, and Federal level review, which may include, but shall not be limited to, criminal conviction information. Examples of disqualifying factors include, but are not limited to, bribery, robbery, theft, fraud, embezzlement, forgery, extortion, perjury, convictions involving a controlled substance, convictions involving stolen property, any felony conviction, a misdemeanor conviction involving moral turpitude, or any job-related misdemeanor conviction. The fees associated with 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.

- 7.7.2** During the Contract Term, if the TTC identifies a subsequent disqualifying factor for a member of the Contractor's staff, the TTC shall request that the member of the Contractor's Staff be immediately removed from performing services under the Contract. Contractor shall promptly comply with the TTC's request.

- 7.7.3** The TTC will request the Contractor to advise the Contractor's Staff member who did not pass the background investigation or who received a subsequent disqualifying factor to contact the TTC immediately to receive a copy of the Criminal Offender Record Information obtained from the DOJ through the TTC's background investigation.

- 7.7.4** The TTC, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff who do not pass such investigation to the satisfaction of the TTC or whose background or conduct is incompatible with TTC facility access.
- 7.7.5** Disqualification of any member of the Contractor's staff pursuant to this Subparagraph 7.7 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 7.7.6** The Contractor shall provide to the TTC the legal name of each person in a designated sensitive position and the dates on which said persons submitted fingerprints to the California DOJ. The Contractor shall provide such information in writing within five calendar days of the date on which the fingerprinting occurred.

## **7.8 CONFIDENTIALITY**

- 7.8.1** The Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State, or local laws, 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.
- 7.8.2** The Contractor's Staff may use data received from the County only to perform functions as defined by this Contract.
- 7.8.3** Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the County are allowable. Any other use or disclosure of data received requires the express approval in writing from the County. The Contractor shall not duplicate, disseminate or disclose any data except as allowed in this Contract.
- 7.8.4** Access to data received from the County shall be restricted only to Contractor's Staff who need the data to perform their official duties in the performance of this Contract.
- 7.8.5** The Contractor's Staff who access, disclose or use the data for a purpose not authorized by this Contract may be subject to civil and criminal sanctions contained in applicable Federal and State statutes.
- 7.8.6** The Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents, and volunteers from and against any and all

claims, demands, damages, liabilities, judgments, award, losses, costs, expenses, or fees, including, without limitation, defense costs, and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to:

- Contractor's violation of any Federal and State laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;
- any failure by the Contractor, its officers, employees, agents, or Subcontractors, to comply with this Subparagraph, as determined by County in its sole judgment; and/or
- any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on the Contractor's or Subcontractor's systems or networks (including all costs and expenses incurred by the County, if applicable, to remedy the effects of such loss, breach of Confidentiality, or Incident, which at a minimum may include, but is not limited to, (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).

Any legal defense pursuant to Contractor's indemnification obligations under this Subparagraph shall be conducted by the Contractor and performed by the counsel selected by the Contractor and approved by County.

**7.8.7** Notwithstanding the preceding Subparagraph 7.8.6, 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 County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by 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 County's prior written approval.

**7.8.8** The Contractor shall inform all of its officers, employees, agents, and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.

- 7.8.9 Contractor shall sign and adhere to the provisions of the Contractor Acknowledgement and Confidentiality Agreement, Exhibit G1.
- 7.8.10 During the Contract Term, the Contractor shall maintain an updated file of the signed form(s) and shall forward copies of all signed form(s) to the County's Contract Administrator whenever changes in personnel occur.

## 8.0 STANDARD TERMS AND CONDITIONS

### 8.1 CHANGE NOTICES AND AMENDMENTS

- 8.1.1 The County reserves the right to initiate Change Notices that **do not affect** the scope of work, term, Contract Sum, fees or payments. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by the County's Contract Administrator.
- 8.1.2 For any change, which affects the Contract Sum, fees or payments and/or SOW, that does not materially alter the Contract, an Amendment to this Contract shall be prepared and executed by the Contractor and by the Treasurer and Tax Collector or his/her designee, provided County Counsel approval is obtained prior to execution of such Amendment(s).
- 8.1.3 For any change which affects the Contract Term, Contract Sum, fees or payments, and/or the SOW that materially alters the Contract, an Amendment to this Contract shall be prepared and executed by the Contractor and by the County's Board except that the TTC is expressly authorized to increase the Contract Sum set forth in Paragraph 5.0, Contract Sum, not to exceed 10% of the total Contract Sum for a particular contract year to allow for unanticipated industry-wide price increases, increases in work volume, or special services. Any such change shall be in writing and signed by the Contractor and the Treasurer and Tax Collector or his/her authorized designee, provided County Counsel approval is obtained prior to the execution of such Amendment(s) as applicable.
- 8.1.4 The Board or Chief Executive Officer (CEO) or designee may require the addition and/or change of certain terms and conditions in the Contract during the Contract Term. The County reserves the right to add and/or change such provisions as required by the Board or CEO. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Treasurer and Tax Collector or his/her designee.

**8.1.5** The Treasurer and Tax Collector or his/her designee may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0, Term of Contract. For the exercise of the TTC's optional one-year and/or month-to-month extensions, a written notice or an Amendment shall be prepared and delivered to the Contractor at least 30 calendar days prior to the expiration of the current Contract Term. The Contractor agrees that such extensions of time via written notice shall not change any other term or condition of this Contract during the period of such extensions.

## **8.2 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS**

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

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

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



### **8.3 AUTHORIZATION WARRANTY**

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

### **8.4 BUDGET REDUCTIONS**

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

### **8.5 COMPLAINTS**

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

- 8.5.1** Within ten business days after the Contract Effective Date, the Contractor shall provide the County Administrator with the Contractor's policy for receiving, investigating, and responding to user complaints.
- 8.5.2** The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3** If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within ten business days for County approval.
- 8.5.4** If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5** The Contractor shall preliminarily investigate all complaints and notify the County's Contract Manager of the status of the investigation within five business days of receiving the complaint.

- 8.5.6** When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7** Copies of all written responses shall be sent to the County's Contract Manager within three business days of mailing to the complainant.

## **8.6 COMPLIANCE WITH APPLICABLE LAW**

- 8.6.1** In the performance of this Contract, Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2** Contractor shall 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 the County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Subparagraph 8.6 shall be conducted by the Contractor and performed by the counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, 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 the County with a full and adequate defense, as determined by the 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.

## **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 shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital

status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D, Contractor's EEO Certification.

## **8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**

### **8.8.1 JURY SERVICE PROGRAM**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in [Sections 2.203.010 through 2.203.090 of the Los Angeles County Code](#), a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

### **8.8.2 WRITTEN EMPLOYEE JURY SERVICE POLICY**

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the Contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five calendar 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.
2. For purposes of this Subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by the County, or (2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not

considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this Subparagraph. The provisions of this Subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. The Contractor's violation of this Subparagraph, of this Contract, may constitute a material breach of this Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **8.9 CONFLICT OF INTEREST**

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

**8.9.2** The Contractor shall comply with all conflict-of-interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the Contract Term. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Subparagraph shall 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 shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

**8.11 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS**

**8.11.1** Should the Contractor require additional or replacement personnel after the Effective Date of this Contract, the Contractor shall 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 General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: [gainingrow@dpss.lacounty.gov](mailto:gainingrow@dpss.lacounty.gov) and [bservices@wdacs.lacounty.gov](mailto:bservices@wdacs.lacounty.gov) and DPSS will refer qualified GAIN/GROW job candidates.

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

## **8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

### **8.12.1 RESPONSIBLE CONTRACTOR**

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

### **8.12.2 CHAPTER 2.202 OF THE COUNTY CODE**

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

### **8.12.3 NON-RESPONSIBLE CONTRACTOR**

The County may debar a Contractor if the Board finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

### **8.12.4 CONTRACTOR HEARING BOARD**

1. If there is evidence that the Contractor may be subject to debarment, the TTC 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.

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and TTC shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five years, that Contractor may after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that 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.
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 years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of

debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

#### **8.12.5 SUBCONTRACTORS OF CONTRACTOR**

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

#### **8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE 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 "Safely Surrendered Baby Law" poster, in Exhibit I, in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. Information and posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

#### **8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

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

**8.14.2** As required by the County's Child Support Compliance Program ([County Code Chapter 2.200](#)) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the Contract Term maintain in compliance with employment



and wage reporting requirements as required by the Federal Social Security Act ([42 USC Section 653a](#)) and [California Unemployment Insurance Code Section 1088.5](#), and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to [Code of Civil Procedure Section 706.031](#) and [Family Code Section 5246\(b\)](#).

## **8.15 COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent 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's deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board and listed in the appropriate Contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

## **8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

**8.16.1** The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than 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 shall be repaid by the Contractor by cash payment upon demand.

## **8.17 EMPLOYMENT ELIGIBILITY VERIFICATION**

**8.17.1** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations

including, but not limited to, the Immigration Reform and Control Act of 1986, ([P.L. 99-603](#)), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

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

## **8.18 COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS**

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

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

## **8.19 FAIR LABOR STANDARDS**

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

## **8.20 FORCE MAJEURE**

**8.20.1** Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such

failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's Subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Subparagraph as "force majeure events").

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

## **8.21 GOVERNING LAW, JURISDICTION, AND VENUE**

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

## **8.22 INDEPENDENT CONTRACTOR STATUS**

**8.22.1** This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

**8.22.2** The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no

liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

**8.22.3** The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

**8.22.4** The Contractor shall adhere to the provisions stated in Subparagraph 7.8, Confidentiality.

## **8.23 INDEMNIFICATION**

The Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents, and volunteers (County Indemnitees) from and against any and all liability including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

## **8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Subparagraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types, and limits (the Required Insurance) also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

### **8.24.1 EVIDENCE OF COVERAGE AND NOTICE TO COUNTY**

- Certificate(s) of insurance coverage (COI(s)) satisfactory to County, and a copy of an Additional Insured endorsement confirming the County and its Agents has been given Insured status under the Contractor's General Liability policy, shall be

delivered to County at the address shown below and provided prior to commencing services under this Contract.

- Renewal COIs shall be provided to County not less than ten days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
- COIs shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the COI shall match the name of the Contractor identified as the contracting party in this Contract. COIs shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners (NAIC) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000.00, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying COI or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

COIs and copies of any required endorsements shall be sent to:

County of Los Angeles  
Department of Treasurer and Tax Collector  
Contracts Section  
500 West Temple Street, Room 464  
Los Angeles, CA 90012

- Contractor also shall 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's property, monies, or securities entrusted to the Contractor. Contractor also shall promptly notify County of any third-party claim or suit filed against the Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against the Contractor and/or County.

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

#### **8.24.3 CANCELLATION OF OR CHANGE IN INSURANCE**

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that the County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten days in advance of cancellation for non-payment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

#### **8.24.4 FAILURE TO MAINTAIN INSURANCE**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which 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 the Contractor or pursue Contractor reimbursement.

#### **8.24.5 INSURER FINANCIAL RATINGS**

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

#### **8.24.6 CONTRACTOR'S INSURANCE SHALL BE PRIMARY**

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

#### **8.24.7 WAIVERS OF SUBROGATION**

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

#### **8.24.8 SUBCONTRACTOR INSURANCE COVERAGE REQUIREMENTS**

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

#### **8.24.9 DEDUCTIBLES AND SELF-INSURED RETENTIONS (SIRs)**

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require 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 shall be executed by a corporate surety licensed to transact business in the State of California.

#### **8.24.10 CLAIMS MADE COVERAGE**

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

#### **8.24.11 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.

#### **8.24.12 SEPARATION OF INSUREDS**

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

#### **8.24.13 ALTERNATIVE RISK FINANCING PROGRAMS**

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

#### **8.24.14 COUNTY REVIEW AND APPROVAL OF INSURANCE REQUIREMENTS**

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

### **8.25 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 shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

### **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 shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice shall be provided to County at least ten days in advance of cancellation for non-payment of premium and 30 days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

### **8.25.4 CRIME COVERAGE**

A Fidelity Bond or Crime Insurance policy with limits of not less than \$35,000 per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by the County to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities, or property. The County and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft and shall not contain a requirement for an arrest and/or conviction.

### **8.25.5 MOTOR TRUCK CARGO LIABILITY COVERAGE**

Motor Truck Cargo policy or its equivalent covering goods of others being transported by the Contractor for a fee, with limits of not less than the full replacement value of goods transported at one time.

## **8.26 LIQUIDATED DAMAGES**

**8.26.1** If, in the judgment of the Treasurer and Tax Collector, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Treasurer and Tax Collector, 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 Treasurer and Tax Collector, or his/her designee, in a written notice describing the reasons for said action.

**8.26.2** If the Treasurer and Tax Collector, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Treasurer and Tax Collector, or his/her designee, deems are correctable by the Contractor over a certain time span, the Treasurer and Tax Collector or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified timeframes. Should the Contractor fail to correct deficiencies within said timeframe, the Treasurer and Tax Collector, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified timeframe. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is \$100 per day per infraction, or as specified in Exhibit C, Statement of Work and Contract Exhibits, Exhibit 2, Performance Requirements Summary (PRS) Chart, of this Contract, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private

contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

**8.26.3** The action noted in Subparagraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

**8.26.4** This Subparagraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS Chart or Subparagraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## **8.27 MOST FAVORED PUBLIC ENTITY**

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

## **8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

**8.28.1** The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

**8.28.2** The Contractor shall certify to, and comply with, the provisions of Exhibit D, Contractor's EEO Certification.

**8.28.3** The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.4** The Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6** The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Subparagraph 8.28 when so requested by the County.
- 8.28.7** If the County finds that any provisions of this Subparagraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8** The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of \$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 shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the County from acquiring similar, equal, or like goods and/or services from other entities or sources.

### **8.30 NOTICE OF DELAYS**

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

### **8.31 DISPUTE RESOLUTION PROCEDURE**

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 Subparagraph 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 Subparagraph, 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.

**8.31.1** 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 Subparagraph 8.31, Dispute Resolution Procedure, (such provisions shall be collectively referred to as the "Dispute Resolution Procedure"). Time is of the essence in the resolution of disputes.

**8.31.2** 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 the County determines should be delayed as a result of such dispute.

**8.31.3** If Contractor fails to continue without delay its performance hereunder which the 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 the Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by the Contractor, and Contractor shall make no claim whatsoever against the County for such costs. Contractor shall promptly reimburse the County for such County costs, as determined by the County, or County may deduct all such additional costs from any amounts due to the Contractor from the County.

- 8.31.4** 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 the Contractor or the County as a result of County's failure to continue to so perform shall be borne by the County, and County shall make no claim whatsoever against the Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by the County.
- 8.31.5** In the event of any dispute between the parties with respect to this Contract, Contractor and County shall submit the matter to their respective Contract Managers for the purpose of endeavoring to resolve such dispute.
- 8.31.6** In the event that the Contract Managers are unable to resolve the dispute within a reasonable time not to exceed ten days from the date of submission of the dispute to them, then the matter shall be immediately submitted to the parties' respective Contract Administrators for further consideration and discussion to attempt to resolve the dispute.
- 8.31.7** In the event that the Contract Administrators are unable to resolve the dispute within a reasonable time not to exceed ten 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 Treasurer and Tax Collector, or his/her designee. These persons shall have ten days to attempt to resolve the dispute.
- 8.31.8** In the event that 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.
- 8.31.9** 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 levels described in this Subparagraph 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.
- 8.31.10** Notwithstanding any other provision of this Contract, County's right to terminate this Contract or to seek injunctive relief to enforce the provisions of Subparagraph 7.8, Confidentiality, 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 the County may have against the Contractor or County's rights to assert such claims after any such termination or such injunctive relief has been obtained.

**8.31.11** Contractor shall bring to the attention of the County's Contract Manager and/or County's Contract Administrator 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 shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in [Internal Revenue Service Notice No. 1015](#).

**8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I, Safely Surrendered Baby Law. 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 shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit E, County's Administration, and Exhibit F, Contractor's Administration, or via facsimile, or electronic copy representation pursuant to Subparagraph 8.18, Counterparts and Electronic Signatures and Representations. Addresses may be changed by either party giving ten days' prior written notice thereof to the other party. The Treasurer and Tax Collector, or his/her designee, shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

### **8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

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

### **8.36 CALIFORNIA 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 Subparagraph 8.38, Record Retention and Inspection/Audit Settlement of this Contract as well as those documents which were required to be submitted in response to the IFB used in the solicitation process for this Contract become the exclusive property of the County. All such documents become a matter of public record and shall 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 shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

### **8.37 PUBLICITY**

**8.37.1** The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and



- During the Contract Term, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Contract Administrator. The County shall not unreasonably withhold written consent.

**8.37.2** The Contractor may, without the prior written consent of the County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Subparagraph 8.37 shall apply.

## **8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

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

**8.38.2** In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's A-C within 30 days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall

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

- 8.38.3** Failure on the part of the Contractor to comply with any of the provisions of this Subparagraph 8.38 shall 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 Contract Term or within five years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: (a) repaid by the Contractor to the County by cash payment upon demand, or (b) at the sole option of the County's A-C, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

#### **8.38.5 FINANCIAL STATEMENTS**

Beginning one year after the Effective Date of this Contract and every year thereafter until the expiration of this Contract, Contractor shall submit to the County a complete set of financial statements, audited if available, for the 12-month period. Such statements shall, at a minimum, include a Balance Sheet (Statement of Financial Position), and Income Statement (Statement of Operations). In addition, Contractor shall submit a statement regarding any pending or threatened litigation since the Contractor last reported same to the County. The County reserves the right to request these financial statements on a more frequent basis and will so notify Contractor in writing. All financial statements will be kept confidential, only if stamped or marked as confidential on each page of the financial statement.

#### **8.39 RECYCLED BOND PAPER**

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

## 8.40 SUBCONTRACTING

- 8.40.1** If the Contractor desires to subcontract, the work requirements of this Contract may not be subcontracted by the Contractor **without the advance written approval of the Treasurer and Tax Collector or his/her designee in conjunction with the approval of County's Chief Information Security Officer and/or Chief Privacy Officer**. Any attempt by the Contractor to subcontract without the prior consent of the above parties may be deemed a material breach of this Contract.
- 8.40.2** Following written approval by the Treasurer and Tax Collector or his/her designee in conjunction with County's Chief Information Security Officer and/or Chief Privacy Officer, the County's Contract Administrator 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 County, Contractor shall forward a fully executed subcontract to the TTC for its files.
- 8.40.3** After the Contractor has engaged an approved Subcontractor, the Contractor shall provide the following information promptly at the County's request and prior to any work being performed by the Subcontractor:
- A description of the work to be performed by the Subcontractor;
  - A draft copy of the proposed subcontract; and
  - Written agreement from each Subcontractor and/or third party, certifying it shall comply with and be bound by the applicable terms of Exhibit L; and
  - Other pertinent information and/or certifications requested by the County.
- 8.40.4** The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.
- 8.40.5** The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

**8.40.6** The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

**8.40.7** The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

**8.40.8** The Contractor shall obtain COIs, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. Before any Subcontractor employee may perform any work hereunder, the Contractor shall ensure delivery of all such documents to:

County of Los Angeles  
Department of Treasurer and Tax Collector  
Contracts Section  
500 West Temple Street, Room 464  
Los Angeles, CA 90012

**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 Subparagraph 8.14, Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Subparagraph 8.43, Termination for Default, and pursue debarment of the Contractor pursuant to [County Code Chapter 2.202](#).

**8.42 TERMINATION FOR CONVENIENCE**

**8.42.1** This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by a Notice of Termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The

date upon which such termination becomes effective shall be no less than ten calendar days after the notice is sent.

**8.42.2** After receipt of a Notice of Termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

**8.42.3** All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Subparagraph 8.38, Record Retention and Inspection/Audit Settlement.

## **8.43 TERMINATION FOR DEFAULT**

**8.43.1** The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if in the judgment of County's Contract Administrator:

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

**8.43.2** In the event that the County terminates this Contract in whole or in part as provided in Subparagraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Subparagraph.

**8.43.3** Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Subparagraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Subparagraph, 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 this Subparagraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this Subparagraph 8.43, or that the default was excusable under the provisions of Subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subparagraph 8.42, Termination for Convenience.

**8.43.5** The rights and remedies of County provided in this Subparagraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.44 TERMINATION FOR IMPROPER CONSIDERATION**

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

County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

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

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

#### **8.45 TERMINATION FOR INSOLVENCY**

**8.45.1** The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

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

#### **8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

The Contractor and each County Lobbyist or County Lobbying firm as defined in the [County Code Section 2.160.010](#) retained by the Contractor shall fully comply with the County's Lobbyist Ordinance, [County Code Chapter 2.160](#). Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this

Contract, upon which the County may in its sole discretion, immediately terminate, or suspend this Contract.

#### **8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future Fiscal Years unless and until the County's Board appropriates funds for this Contract in the County's Budget for each such future Fiscal Year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last Fiscal Year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **8.49 VALIDITY**

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

#### **8.50 WAIVER**

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 8.50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.51 WARRANTY AGAINST CONTINGENT FEES**

**8.51.1** 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.

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



**8.52 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 Contract Term will maintain compliance, with [Los Angeles County Code Chapter 2.206](#).

**8.53 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 Subparagraph 8.52, Warranty of Compliance with County’s Defaulted Property Tax Reduction Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ten days of notice shall be grounds upon which the County may terminate this Contract and/or pursue debarment of Contractor, pursuant to [County Code Chapter 2.206](#).

**8.54 TIME OFF FOR VOTING**

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

**8.55 COMPLIANCE WITH COUNTY’S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING**

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

If a Contractor or member of Contractor’s staff is convicted of a human trafficking offense, the County shall require that the Contractor or member

of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

#### **8.56 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES**

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

#### **8.57 COMPLIANCE WITH THE COUNTY POLICY OF EQUITY**

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

#### **8.58 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)**

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Contract.

## 8.59 COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL

1. At Contractor's sole cost, Contractor shall comply with [Chapter 2.212 \(COVID-19 Vaccinations of County Contractor Personnel\) of County Code Title 2 - Administration, Division 4](#). All employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").
2. Contractor Personnel are considered "fully vaccinated" against COVID-19 two weeks or more after they have received (1) the second dose in a two-dose COVID-19 vaccine series (e.g., Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g., Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").
3. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, Centers for Disease Control and Prevention (CDC) or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the California Department of Public Health vaccination records guidelines and standards. Contractor shall also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. Contractor shall retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the County for audit purposes, when required by County.

4. Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:
  - a. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the Food and Drug Administration or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.
  - b. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
  - c. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.
5. In addition to complying with the requirements of this section, Contractor shall also comply with all other applicable local, departmental, State, and Federal laws, regulations and requirements for COVID-19. A completed Exhibit G, COVID-19 Vaccination Certification of Compliance, is a required part of any agreement with the County.

#### **8.60 USE OF COUNTY SEAL AND/OR TTC LOGOS**

The County claims right, title and interest in and to certain intellectual property, including, but not limited to, the current and former County Seals and TTC logos (collectively, County Seals). Except as expressly authorized herein, the Contractor shall not reproduce, copy, distribute, republish, download, display, post, transmit or make any other use of any kind whatsoever of the County Seals, in any format or by any means whatsoever. At no time shall the Contractor in any manner (i) modify the County Seals or (ii) create derivative works of the County Seals. The

Contractor shall not in any manner sublicense, transfer or assign its rights, or delegate its duties, with respect to use of the County Seals, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted sublicense, transfer, assignment or delegation without such consent shall be null and void.

## 9.0 UNIQUE TERMS AND CONDITIONS

### 9.1 INFORMATION SECURITY AND PRIVACY REQUIREMENTS

Contractor shall comply with Exhibit L, Information Security and Privacy Requirements. The Information Security and Privacy Requirements applies to both Contractors and their Subcontractors. Contractor shall be required to certify that they are in full compliance with the provisions of the Information Security and Privacy Requirements and shall maintain compliance during the term of this Contract. Failure to maintain compliance, or to timely cure defects, may be cause for Contract termination or initiation of debarment proceedings against the non-compliant Contractor ([Los Angeles County Code, Chapter 2.202](#)).

**9.1.1** The Contractor shall supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. The Contractor agrees that training at a minimum must include, but may not be limited to the following topics:

- 1. Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- 2. Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- 3. Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.
- 4. 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.
- 5. Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.

**6. Privacy:** The Contractor's Privacy Policies and procedures as described in Exhibit L, Information Security and Privacy Requirements, Section 2b, Privacy Program.

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

**9.2 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)**

**9.2.1** Contractor expressly acknowledges and agrees that the provision of services under this Contract does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor shall instruct its officers, employees, and agents that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.

**9.2.2** Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents are to take advantage of such access for any purpose whatsoever.

**9.2.3** Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents shall maintain the confidentiality of any information obtained and shall notify Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents from and against any and all liability including, but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers,' employees,' or agents' access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

**9.3 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM (IF APPLICABLE)**

**9.3.1** This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise (LSBE)

Preference Program, as codified in [Chapter 2.204 of the Los Angeles County Code](#).

- 9.3.2** The Contractor shall 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 an LSBE.
- 9.3.3** The Contractor shall 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 an LSBE.
- 9.3.4** If the Contractor has obtained certification as an 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, Contractor shall:
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;
  2. In addition to the amount described in subdivision (1) above, be assessed a penalty in an amount of not more than 10% of the amount of the Contract; and
  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 shall 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 Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Contract Award.

#### **9.4 SOCIAL ENTERPRISE PREFERENCE PROGRAM (IF APPLICABLE)**

- 9.4.1** This Contract is subject to the provisions of the County's ordinance entitled Social Enterprise (SE) Preference Program, as codified in [Chapter 2.205 of the Los Angeles County Code](#).



- 9.4.2** Contractor shall 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 an SE.
- 9.4.3** Contractor shall 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 an SE.
- 9.4.4** If Contractor has obtained County certification as an 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 shall:
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;
  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% of the amount of the Contract; and
  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 shall 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.

## **9.5 DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM (IF APPLICABLE)**

- 9.5.1** This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise (DVBE) Preference Program, as codified in [Chapter 2.211 of the Los Angeles County Code](#).



- 9.5.2** Contractor shall 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.
- 9.5.3** Contractor shall 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.
- 9.5.4** 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 shall:

  - 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;
  - 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% of the amount of the Contract; and
  - 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 shall 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 Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Contract Award.

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

CONTRACTOR:  
STERLING VAN LINES, INC.

By JAY CLITHEROE / Jay Cernice  
Name  
VICEPRESIDENT / SECRETARY  
Title

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

CELIA ZAVALA  
Executive Officer  
of the Board of Supervisors

By \_\_\_\_\_

APPROVED AS TO FORM:

DAWYN R. HARRISON  
Acting County Counsel

By Matthew Dill  
Matthew Dill  
Senior Deputy County Counsel

## **STANDARD EXHIBITS**

- A STATEMENT OF WORK
- B PRICING SCHEDULE
- C STATEMENT OF WORK AND CONTRACT EXHIBITS
- D CONTRACTOR'S EEO CERTIFICATION
- E COUNTY'S ADMINISTRATION
- F CONTRACTOR'S ADMINISTRATION
- G FORM(S) REQUIRED AT THE TIME OF CONTRACT EXECUTION
  - G COVID-19 VACCINATION CERTIFICATION OF COMPLIANCE
  - G1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- H JURY SERVICE ORDINANCE (CONTRACTOR EMPLOYEE JURY SERVICE)
- I SAFELY SURRENDERED BABY LAW
- J DEFAULTED PROPERTY TAX REDUCTION PROGRAM
- K BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")
- L INFORMATION SECURITY AND PRIVACY REQUIREMENTS

**EXHIBIT A**

**STATEMENT OF WORK**

**DRAYAGE SERVICES**

**STATEMENT OF WORK  
DRAYAGE SERVICES**

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## 1.0 INTRODUCTION

The County of Los Angeles (County) Treasurer and Tax Collector is the *ex officio* Public Administrator (PA) for the County and the PA is responsible for administering decedent estates in accordance with the California Probate Code. The PA also provides administrative services to the Public Guardian, a division of the Los Angeles County Department of Mental Health, in its provision of conservatorship and guardian services to citizens of the County.

Under authority of law, the Treasurer and Tax Collector and his designated staff, may enter a residence, vehicle, trailer/RV, business, shed, or storage unit to collect a decedent's or conservatee's property. Residences may range from single-family structures to multi-unit apartments, mobile homes, rooming houses, and rooms in nursing homes located throughout the County and neighboring counties. Many of these properties are in unsanitary and moderately to extremely cluttered conditions.

Based on historical workload statistics, the County Department of Treasurer and Tax Collector (TTC) anticipates requiring Drayage Services on Business Days throughout the year. Approximately 90-100 estates each year require Drayage Services of varying degrees; some estates may take one-half day to complete while others may take up to ten Business Days. For the average estate, Drayage takes two to five Business Days. The contracted workload may fluctuate from month to month and year to year. There is no guarantee that previous workload statistics will be indicative of future workload, and the TTC does not guarantee a minimum monthly or annual workload.

## 2.0 DEFINITIONS

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

- 2.1 Contract Discrepancy Report:** A document utilized by the TTC to document discrepancies or problems with Contractor's performance and record explanations of unsatisfactory performance.
- 2.2 County Data:** All of the County's Confidential Information, data, records, and information of the County to which Contractor has access, or otherwise provided to Contractor under this Contract (County Data) shall be and remain the property of County and County shall retain exclusive rights and ownership thereto. The County Data shall not be used by Contractor for any purpose other than as required under this Contract, nor shall such data or any part of such data be disclosed, sold, assigned, leased or otherwise used by or on behalf of Contractor, its officers, directors, staff, or agents.
- 2.3 Personal Data:** Any information that may be used to identify 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 (ID) data.

- 2.4 Personally Identifiable Information (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, Personally Identifiable Information 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.")), Protected Health Information and "personally Identifiable Information" as that term is defined in [California Civil Code Section 1798.29](#) 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.
- 2.5 Pretty Good Privacy (PGP):** Software used for encrypting and decrypting texts, emails, files, directories, and whole disk partitions to increase the security of email communications over the Internet. It is also used to send an encrypted digital signature that lets the receiver verify the sender's identity and know that the message was not changed in route.
- 2.6 Protected Health Information (PHI):** Information created or received by Business Associate from or on behalf of Covered Entity as defined at [45 C.F.R. § 160.103](#). For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity.
- 2.7 Quality Control Plan:** All necessary measures taken by the Contractor to ensure that the quality of service shall meet the Contract requirements regarding timelines, security, accuracy, appearance, completeness, consistency, and conformity to the requirements set forth in Exhibit A, SOW.
- 2.8 Statement of Work (SOW):** A written description of tasks, deliverables, and/or other work required by the County pursuant to this Contract.

### 3.0 SCOPE OF WORK

When a decedent or conservatee's property requires packing, crating, and moving/hauling of personal household goods, or Drayage Services, the TTC Staff coordinates the services with a Drayage Contractor. Through a Drayage Contractor, the TTC Staff directs the packing, crating, and moving/hauling of personal property, and transport to the TTC's Warehouse located in the City of Industry, California.

### **3.1 Drayage Site**

- 3.1.1** The TTC Staff must be on-site while the Contractor performs work. The Contractor shall notify the County's Contract Monitor, or his/her designee, if the TTC Staff is not present at the scheduled start time. The Contractor shall not enter the Drayage site unless accompanied by two TTC Staff members. Contractor Staff shall at all times during the drayage, work side-by-side TTC Staff members.
- 3.1.2** Under the direction of the TTC Staff at the Drayage site, the Contractor will be required to provide all services associated with packing, crating, moving, and hauling of personal property, such as household goods, furnishings, tools, equipment, and other items found on an estate site. The Contractor will be required, under the direction of the TTC Staff at the Drayage site, to pack, box, crate, load, and transport the personal property to the TTC Warehouse. Loaded crates must be delivered to the TTC Warehouse in sufficient time to be unloaded by the TTC Staff before 3:30 p.m. Pacific Time (PT) on the same day of the Drayage.
- 3.1.3** No estate property shall remain with the Contractor overnight, unless deemed necessary due to unforeseeable circumstances. The County's Contract Administrator or the County's Contract Manager must approve any overnight storage prior to occurrence. The Contractor will be responsible to provide security to protect assets and shall be financially responsible for any damage or loss of property. If stored overnight, assets should be stored behind a locked gate with live security personnel and/or recorded video surveillance.
- 3.1.4** The Contractor shall determine the appropriate crew and packing materials based upon the information received from the TTC Staff regarding the Drayage for a scheduled site. The Contractor's truck(s) shall be equipped with at least 15' long flat bed with the capacity to handle a minimum of two moving crates having dimensions of 7'h x 7'w X 5'd. Authorized TTC Staff initiates all Drayage requests by any messaging platform as agreed upon by both parties and follows up with a hardcopy Drayage request. Each request will identify the specific estate and location, conditions and access restrictions, if any, contain information regarding the estimated volume of property to be drayed, and an estimate for the duration of the operation.
- 3.1.5** The Contractor shall pack, box, crate, load, and transport the personal property to the TTC Warehouse. The Contractor shall perform these services in a manner to prevent damage to estate property, private property, and/or County property.
- 3.1.6** The Contractor shall ensure safe and proper removal of portable appliances, devices, and clothes dryer venting apparatuses, which may require disconnections from electric, water, and/or gas supply junctions. The Contractor shall unplug electrical cords with care, and appropriately



cap and/or shut off water and gas lines at the supply junction prior to disconnecting the appliance from the gas or water supply. If the Contractor is unable to properly cap and/or shut off lines, the Contractor shall immediately inform the TTC Staff and follow direction from the TTC Staff. At the sole discretion of the TTC Staff, gas may be shut off at the meter (to the entire premises), or the appliance may be left on-site rather than drayed. The Contractor shall be responsible for any expenses or damages to property resulting from failure to disconnect devices and appliances properly and/or failure to shut off supply connections or lines completely.

- 3.1.7** The Contractor shall provide and have available waterproof coverings for crated property to prevent water damage from rain.

## **3.2 Scheduling**

- 3.2.1** The Contractor shall provide services on Business Days and accommodate a request for Drayage with less than one Business Day's prior notice. For example, the TTC Staff may provide notice before the end of business, 4:00 p.m. PT, on a given day with a request for services for the following Business Day. Typically, the start time for a Drayage job is at 7:00 a.m. PT; however, the start time is contingent upon the approval of the TTC Staff.
- 3.2.2** The Contractor must arrive at the Drayage site at the scheduled time and use its best efforts to complete the Drayage in the time estimated. The Contractor shall ensure that Contractor's Staff will perform services in a timely manner. The Contractor shall not delay either the start of a job or the completion of a job without prior authorization from the TTC Staff.
- 3.2.3** The Contractor shall not opt out of a scheduled Drayage due to the complexity, condition, or location of a job or Drayage site. The Contractor shall inform the TTC Staff should the Contractor encounter a problem at the Drayage site. The TTC Staff will determine whether Drayage will be conducted after evaluating the conditions or problems impacting the Drayage operation.
- 3.2.4** The Contractor shall adhere to scheduled Drayage appointments as assigned with appropriate equipment and staffing. The Contractor shall notify the County's Contract Monitor or his/her designee immediately if the Contractor is unable to provide or complete scheduled Drayage. The TTC Staff will determine whether to continue with the assigned Contractor or reassign the job to another Contractor.
- 3.2.5** The Contractor shall respond to requests designated by the TTC Staff as emergent, made during Business Days, within 30 minutes. The Contractor shall respond within two hours to all other requests and inquiries made during Business Days. For example, the Contractor shall return a telephone call for services at 9:00 a.m. PT by no later than

11:00 a.m. PT the same Business Day with a plan for response.

- 3.2.6** Pursuant to [California Labor Code Section 512](#), if the Contractor Staff's workday consists of more than five hours, the Contractor's Staff shall cease Drayage work for a meal period of not less than 30 minutes. The Contractor's Staff shall not take meal periods while in-transit from the Drayage site to the TTC Warehouse. The TTC Staff and the Contractor's Staff on-site will collaborate on the timing of the meal period, considering the needs of the work.
- 3.2.7** The Contractor shall notify the County's Contract Monitor by telephone within 30 minutes of being informed by the Contractor's Staff when:
- 3.2.7.1** The Contractor's Staff does not or cannot report to the Drayage site at the scheduled time;
  - 3.2.7.2** The Contractor's Staff leaves the Drayage site at any given time during the Contractor's work hours and the work is not completed;
  - 3.2.7.3** The Contractor's equipment is not operable as referenced in Subparagraph 7.5;
  - 3.2.7.4** Additional Days are required to complete the work assignment. In the event one or more of the above conditions occurs, the TTC Staff, in its sole discretion, may reassign the job to another Contractor; or
  - 3.2.7.5** The TTC Staff may request special services, such as, but not limited to, unique packaging or special handling of estate property. The TTC Staff shall negotiate fair and reasonable costs, inclusive of applicable sales taxes, with the Contractor at time of service.

### **3.3 Protecting Assets**

- 3.3.1** The Contractor shall protect assets at all times, including, but not limited to, the time the Contractor arrives at the Drayage site until the assets are delivered to the TTC Warehouse. The Contractor shall be financially responsible for any damage, loss, or theft of property while the property is in the Contractor's possession. The Contractor shall report any damage, loss, or theft of property to the County's Contract Monitor immediately. A complete written Field Incident Report ([Exhibit C](#), Statement of Work and Contract Exhibits, Exhibit 3), including a summary of property damage, lost or stolen items and fiscal impact shall be submitted to the County's Contract Manager within one Business Day of the incident.
- 3.3.2** The Contractor shall not make any unnecessary stops while transporting property from the Drayage site to the TTC Warehouse. Unnecessary

stops include breaks, refreshments, refueling when unnecessary, and the like. The Contractor shall report any unnecessary stops on the timecard as the TTC Staff will not be responsible for payment for the Contractor's time. At all times, the Contractor shall maintain custody, control, and observation of the property while the property is in the Contractor's possession.

- 3.3.3** In order to expedite delivery to the TTC Warehouse, the Contractor's Staff shall utilize readily accessible traffic information, including smart phone applications, to monitor traffic reports and take the most expeditious route to the TTC Warehouse and avoid excessive charges for time needed to travel between the Drayage site and the TTC Warehouse.
- 3.3.4** On occasion, the Contractor's Staff may discover personally identifiable health-related effects and/or documents with medical information which are protected by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The Contractor's Staff shall notify the TTC Staff immediately upon discovery of any items reasonably believed to contain health or medical information and are HIPAA-protected, and provide appropriate protections for the items, pursuant to the Exhibit K, Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").
- 3.3.5** Under no circumstances, regardless of value, shall the Contractor's Staff take or remove any estate items for personal or other use. Any of the Contractor's Staff found to be in violation of this requirement shall be subject to immediate removal from the Contract. Additionally, the Contractor may be subject to potential debarment and may be prosecuted to the fullest extent of the law.
- 3.3.6** If, at any time, the Contractor or Contractor's Staff finds cash, jewelry, stocks, bonds, personal papers, photographs, keepsakes, medicines, firearms, ammunition, drugs, or other hazardous and unusual items, these items shall be brought to the attention of, or turned over to, the TTC Staff immediately.
- 3.3.7** The Contractor shall be responsible and liable for any injury or damage, loss, or theft to estate property, private property, and/or County property incurred during the Drayage caused by the Contractor's Staff. In the event of any damage, the Contractor shall provide all needed information to assist the TTC Staff in development of supporting documentation of the incident.
- 3.3.8** The Contractor shall be liable for the cost of repairs for any such damage, loss, or theft, and/or expenses associated with any injury resulting from the acts or negligence of the Contractor's Staff. The Contractor shall cooperate with the TTC Staff to ensure timely resolution of any incidents that require follow-up action or the Contractor's payment

for liability.

### **3.4 Firm Fixed Price Bids**

**3.4.1** In the event the TTC Staff have a large and/or complex job, the TTC Staff may invite all Contractors to participate in a competitive bidding process. Each Contractor seeking to provide services for the job shall provide an all-inclusive firm fixed price bid that shall include a description of the services, a description of the scope of effort the Contractor shall provide, reasonable estimates of anticipated fees, and the number of Days needed to complete the work. The firm fixed price bid provided must include all labor and material costs.

**3.4.2** The Contractor must submit all firm fixed price bids to the TTC Staff within three Business Days after inspection of the Drayage site, unless otherwise stated by the TTC Staff. The TTC Staff will review the fixed price bids submitted, make a determination within five Business Days, and notify all firms. The TTC Staff will determine the assignment start date and determine the Contractor satisfactorily fulfilled the job assignment upon completion. The TTC Staff must approve in writing any subsequent changes to the firm fixed price bid before the new work is performed. The Contractor will be responsible for any overages incurred without the TTC Staff's pre-approval.

### **3.5 Cleanup and Trash Removal**

**3.5.1** Cleanup and Trash Removal Services are provided by other Contractors pursuant to a separate Contract. In the event the TTC Staff require concurrent, or nearly concurrent Drayage and Cleanup and Trash Removal Services to be performed at the same job site, the TTC Staff and the two Contractors shall coordinate performance of services under their respective Contracts to ensure operations are monitored and the security of estate assets is maintained.

**3.5.2** If the Drayage Services Contractor and the Cleanup and Trash Removal Services Contractor are represented by the same firm, or if independent firms should jointly request that the Drayage and Cleanup and Trash Removal Services be performed concurrently or nearly concurrently, a written approval, at least one Business Day in advance of the job start from the County's Contract Manager, is required before any Drayage and Cleanup and Trash Removal Services shall begin.

## **4.0 WORK HOURS**

**4.1** The Contractor must have an employee available by any messaging platform as agreed upon by both parties during the Contractor's work hours of 7:00 a.m. to 4:00 p.m. PT on Business Days. The Contractor must return telephone calls received from the TTC Staff on Business Days within 30 minutes of receiving a telephone call. A lead driver for each crew shall be available by telephone at

6:30 a.m. PT in case of any changes to work location or coordination. When the Contractor's office is closed, the Contractor shall have an answering service to receive telephone calls. The Contractor shall respond within two hours of receipt to the TTC Staff's telephone messages left with the answering service.

- 4.2** The Contractor's billing hours begin when the crew begins work at the Drayage site. The Contractor billing hours shall be inclusive of hours worked, excluding lunch breaks, until the work period ends for the day, either (i) at the Drayage site, or (ii) after unloading crates at the TTC Warehouse. The TTC Staff shall assess the Contractor for fraudulent work hours claimed in accordance with the Performance Requirements Summary (PRS) Chart (Exhibit C, Statement of Work and Contract Exhibits, Exhibit 2).

NOTE: The TTC will not pay premium rates, as defined in Exhibit B, Drayage Services Pricing Schedule, unless services subject to premium rates have been specifically requested and preauthorized in writing by the County's Contract Manager or other authorized TTC Staff.

## **5.0 INFORMATION SECURITY AND PRIVACY REQUIREMENTS**

The Contractor shall adhere to physical and/or computer security safeguards as identified in Exhibit I, Contract, Exhibit L, Information Security and Privacy Requirements.

## **6.0 UNIFORMS AND IDENTIFICATION BADGES**

- 6.1** Prior to the start of the Contract, the Contractor shall provide its staff with a standard photo identification badge acceptable to the TTC Staff. The photo identification badge shall indicate the person's name, name of the Contractor, and a statement that identifies the person as a Contractor/Contractor's Staff. The Contractor's Staff, while on duty, shall have the identification badge in their possession and carry one additional form of identification, e.g., California Driver License, California Identification Card, Matricula Consular, or other government-issued photographic identification.
- 6.2** The Contractor's Staff must wear identifiable uniforms (e.g., matching t-shirts, shirts, overalls, or jackets) with the Contractor's logo and name clearly visible in order to be easily distinguished.
- 6.3** The Contractor shall provide all uniforms and photo identification badges.

## **7.0 MATERIALS AND EQUIPMENT**

- 7.1** The Contractor shall furnish all required trucks, and packing materials (e.g., packing boxes of various sizes, packing tape, bubble wrap, and shrink-wrap). The Contractor is responsible for the purchase of all such materials and equipment.
- 7.2** The TTC Staff shall supply the moving crates and furniture blankets.

- 7.3** The Contractor shall use materials and equipment that are safe and appropriate for packing, moving, and storing personal goods, including tarps for inclement weather and any needed equipment, such as a piano dolly, to accomplish the work. Additionally, materials and equipment shall be safe for the environment and safe for use by the Contractor's Staff.
- 7.4** The Contractor must be able to provide a minimum of one truck, of sufficient size, to carry out Drayage Services, yet be capable of maneuvering on residential streets, in mobile home parks and in apartment complexes. Truck(s) shall be equipped with at least a 15' long flat bed with the capacity to handle a minimum of two moving crates having dimensions of 7'h x 7'w x 5'd. Crates must be able to be packed while on the truck at the Drayage site. The TTC Staff shall load and unload the crates by forklift at the TTC Warehouse.
- 7.5** In the event the Contractor's equipment breaks down, the Contractor shall notify the County's Contract Monitor immediately that the equipment is inoperable and shall suggest a remedy to the problem. The Contractor shall obtain and use rental equipment, at the Contractor's expense, if the Contractor cannot replace the equipment by the next Business Day. The TTC Staff shall not reimburse the Contractor for rental equipment. In the event the equipment breaks down and the Contractor is unable to transfer the crates to another truck, the Contractor shall obtain prior approval for overnight storage from the County's Contract Administrator or the County's Contract Manager. The Contractor shall provide security to protect assets and shall be financially responsible for any damage, loss, or theft of property. If stored overnight, assets must remain behind a locked gate with live security personnel and/or recorded video surveillance.
- 7.6** The Contractor shall provide all required safety equipment and personal protective gear needed in the work area. All Contractor's Staff must wear safety and protective gear in compliance with Cal-OSHA standards.

## **8.0 TRAINING**

- 8.1** The Contractor shall provide training in appropriately packing, crating, and moving/hauling household goods and related items for the Contractor's Staff. Additionally, the Contractor shall provide continuing in-service safety and ergonomic training for the Contractor's Staff.
- 8.2** The Contractor shall train the Contractor's Staff in their assigned tasks and in the safe handling of equipment. The Contractor's Staff shall check all equipment daily for safety, and that the TTC Staff-issued crates are appropriately secured to the truck.

## **9.0 QUALITY CONTROL PLAN**

Contractor shall establish and maintain a comprehensive Quality Control Plan (QCP) to ensure the Contractor meets the requirements of the Contract and provides a



consistently high level of service throughout the Contract Term. The QCP shall be submitted to the County's Contract Administrator within ten Business Days following the start date of this Contract and as changes occur during the Contract Term or upon request.

At a minimum, the QCP shall include the following:

- 9.1** The method of monitoring to ensure that Contract requirements are being met, covering at a minimum all the items listed on the PRS Chart (Exhibit C, Statement of Work and Contract Exhibits, Exhibit 2). The QCP must specify the activities the Contractor will monitor on either a scheduled or unscheduled basis, how often the monitoring will be performed, and the name and position/title of the individual(s) who will perform the monitoring;
- 9.2** The methods used by the Contractor to identify and prevent deficiencies in the quality of service performed before the level of performance becomes unacceptable and not in compliance with this Contract;
- 9.3** A record of all inspections conducted by the Contractor, any corrective action taken, the date and time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action shall be provided to the TTC upon request;
- 9.4** The method for ensuring Contractor maintains confidentiality.

## **10.0 QUALITY ASSURANCE PLAN**

The TTC Staff will evaluate the Contractor's performance under the Contract using the quality assurance procedures as defined in the Sample Contract, Subparagraph 8.15, County's Quality Assurance Plan, and specified in the PRS Chart (Exhibit C, Statement of Work and Contract Exhibits, Exhibit 2) or other such procedures as may be necessary to ascertain the Contractor compliance with the Contract. The TTC Staff will appropriately document any Contract compliance deficiencies and communicate them in writing to the Contractor in a timely fashion so that the Contractor may make appropriate adjustments to correct the deficiencies. The Contractor's Contract Manager and the County's Contract Manager shall meet as often as necessary, as determined by the TTC Staff, to discuss the Contractor's performance. The TTC Staff and the Contractor shall make a mutual effort to resolve all problems and deficiencies identified during the term of the Contract.

### **10.1 Meetings**

- 10.1.1** The Contractor is required to attend any regularly scheduled and/or agreed upon meetings. Failure to attend may result in an assessment as defined in the PRS. The County will notify the Contractor in writing of the assessment and will deduct the assessment from payment to the Contractor.

## **10.2 Contract Discrepancy Report**

- 10.2.1** The TTC Staff will provide verbal notification of a contract discrepancy to the Contractor's Contract Manager as soon as possible. The problem shall be resolved within a period mutually agreed upon by the County and the Contractor.
- 10.2.2** County's Contract Manager will determine whether to issue a formal Contract Discrepancy Report (CDR), Exhibit C, Statement of Work and Contract Exhibits, Exhibit 1. Upon receipt of the CDR, the Contractor shall respond in writing to the County's Contract Manager within five Business Days, acknowledging the reported discrepancies or presenting contrary evidence. The County will evaluate the evidence presented and determine whether the discrepancy is valid. The Contractor shall submit a plan for correction of all deficiencies identified in the CDR to the County's Contract Manager within ten Business Days and resolve discrepancy within a time period mutually agreed upon by the County and the Contractor.

## **10.3 Field Incident Report**

- 10.3.1** In the event damage or injury occurs during the course of a Drayage, the Contractor will complete and submit Exhibit C, Statement of Work and Contract Exhibits, Exhibit 3, Field Incident Report, to document the incident to the County's Contract Manager within one Business Day of the incident. The Contractor shall cooperate with the TTC Staff to ensure timely resolution of any incidents that require follow-up action or the Contractor's payment for repairs.

## **10.4 County Observations**

- 10.4.1** In addition to the TTC Staff, other County Staff may observe performance or activities, and review documents relevant to the Contract at any time during normal business hours.
- 10.4.2** Performance of a listed service is satisfactory when the TTC Staff does not find discrepancies through Contract monitoring or other means. When performance is unsatisfactory, the TTC Staff may complete a CDR and send this to the Contractor. The Contractor shall then be required to respond to the CDR in writing within ten Business Days explaining why performance was unsatisfactory, how the Contractor will return performance to satisfactory levels, and how the Contractor will prevent reoccurrence of the discrepancy. The County's Contract Administrator will evaluate the written response and at his/her sole discretion, determine whether the Contractor shall be responsible for full payment, partial payment, or if the Contract termination process is applicable.



## **10.5 Contractor Complaint Log**

**10.5.1** The Contractor shall maintain a complaint log of all complaints received from County Staff or the public. The Contractor shall immediately investigate all complaints received and provide a written report to the County's Contract Administrator or his/her designee, regarding the disposition of each complaint within five Business Days of the date the Contractor first received the complaint. Minimum elements of the written report shall include a summary of the complaint, identification by name of the Contractor's Staff involved, results of the Contractor's investigation of the complaint, and a statement regarding the corrective action taken to avoid or mitigate the recurrence of such a complaint.

The County retains the right to terminate the Contract if the Contractor does not take any action with regard to said complaint(s).

## **10.6 Site Visits**

**10.6.1** The Contractor's Staff shall work diligently to complete the drayage in a quality manner on a timely basis. The County will conduct unannounced site inspections to verify the Contractor performed the services in a prompt, and complete manner. Penalties shall be assessed if the County observes less than acceptable work standards by the Contractor's Staff, in accordance with Exhibit C, Statement of Work and Contract Exhibits, Exhibit 2, PRS Chart, of the Contract.

## **11.0 PERFORMANCE REQUIREMENTS SUMMARY**

The Performance Requirements Summary (PRS) Chart of Exhibit C, Statement of Work and Contract Exhibits, Exhibit 2, lists the required services monitored by the County during the Contract Term

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

**11.2** The TTC Staff may impose assessments as defined in this PRS at the discretion of the TTC Staff, when the Contractor is responsible for the delay in completion of a job for reasons including, but not limited to, the following:

**11.2.1** The Contractor's Staff arrives late to a scheduled job, delaying the start of a Drayage;

- 11.2.2** The Contractor's Staff arrives on a Drayage site with an insufficient number of staff or without the appropriate equipment necessary to complete the Drayage;
  - 11.2.3** The Contractor's Staff intentionally delay the start or completion of a Drayage or negligently handle the work and/or estate property;
  - 11.2.4** Adherence to schedules and appointments, and
  - 11.2.5** Ability to respond with appropriate crew, truck(s), and equipment.
- 11.3** At the County's sole discretion, when the Contractor's performance does not conform to the requirements of this Contract, the County will have the option to apply non-performance remedies that may include, but are not limited to, the following:
- 11.3.1** Require the Contractor to implement a Corrective Action Plan (CAP), subject to approval by the County. In the CAP, the Contractor shall include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
  - 11.3.2** Reduce payment to the Contractor based on the assessment in the PRS Chart.
  - 11.3.3** Reduce, suspend, or cancel this Contract for systematic, deliberate misrepresentations, or unacceptable levels of performance.
  - 11.3.4** Failure of the Contractor to comply with or satisfy the requests for improvement of performance or to perform the neglected work specified within ten Business Days or the timeframe specified by the TTC shall constitute authorization for the County to have the service(s) performed by others. Contractor shall reimburse the County for the entire cost of such work performed by others because of the Contractor's failure to perform said service(s), as determined by the County. The Contractor shall credit to the County on the Contractor's future invoice(s) under this Contract or any other County Contract.
- 11.4** Nothing in this Paragraph precludes the County's right to terminate this Contract upon ten Days' written notice, with or without cause, as provided in the Contract.

## DRAYAGE SERVICES PRICING SCHEDULE

Sterling Van Lines, Inc.

<b>1. <u>Labor</u></b>	<b><u>Approximate Annual Hours</u></b>	<b><u>Price</u></b>	<b><u>*Premium Rate</u></b>
2 workers and 1 truck	2,454	\$119.00/hour	\$162.00/hour
Additional worker	177	\$40.00/hour	\$52.00/hour
<b>2. <u>Supplies</u></b>	<b><u>Approximate Annual Unit Quantity</u></b>	<b><u>Price including sales tax</u></b>	
Carton - Small (approx. 1.5 Cu. Ft.)	12,315	\$2.50/each	
Carton - Medium (approx. 3.0 Cu. Ft.)	4,678	\$3.50/each	
Carton - Large (approx. 6.0 Cu. Ft.)	3,950	\$4.00/each	
Tape - Packing (2" wide)	1,412	\$3.50/roll	
<b>3. <u>Special Items</u></b>	<b><u>Approximate Annual Unit Quantity</u></b>	<b><u>Price including sales tax</u></b>	
Bubble Wrap (approx. 3' - 5' wide)	N/A	\$0.50/foot	
Shrink Wrap (approx. 20" – 30" wide)	N/A	\$0.28/yard	
Carton - Dish Pack	N/A	\$7.00/each	
		<b><u>Price</u></b>	<b><u>*Premium Rate</u></b>
1 worker and 1 truck		\$85.00/hour	\$102.00/hour

\* Premium rates will not be paid unless specifically ordered and preauthorized by the TTC.  
Premium rates begin after an eight-hour day.

**EXHIBIT C**

**STATEMENT OF WORK AND  
CONTRACT EXHIBITS**

**FOR**

**DRAYAGE SERVICES**

**EXHIBIT C**  
**STATEMENT OF WORK AND CONTRACT EXHIBITS**  
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- 2 Performance Requirements Summary (PRS) Chart
- 3 Field Incident Report

**STATEMENT OF WORK AND CONTRACT EXHIBITS  
EXHIBIT 1**

**CONTRACT DISCREPANCY REPORT**

**TO:**

**FROM:**

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of County Representative

\_\_\_\_\_

Date

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Contractor Representative

\_\_\_\_\_

Date

**COUNTY EVALUATION OF  
CONTRACTOR RESPONSE:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Contractor Representative

\_\_\_\_\_

Date

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

\_\_\_\_\_

**CONTRACTOR NOTIFIED OF ACTION:**

County Representative's Signature and Date: \_\_\_\_\_

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

**STATEMENT OF WORK AND CONTRACT EXHIBITS  
EXHIBIT 2  
PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

CONTRACT			
SPECIFIC PERFORMANCE REFERENCE	STANDARD OF PERFORMANCE/SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
<b>Paragraph 7.0</b> Administration of Contract - Contractor	Employee Acknowledgement and Confidentiality Agreement signed and provided in accordance with Subparagraph 7.0.	Receipt and review of documentation, and complaints.	\$100 per day, per Contractor's Staff, when form is not signed. \$1,000 per unauthorized release of information.
<b>Subparagraph 7.2.1</b> Contractor's Contract Manager	Notify the TTC of changes, in name or address, within five Business Days.	Review of reports and files.	\$50 per day that notification is late.
<b>Subparagraph 7.4</b> Approval of Contractor's Staff	When requested to do so by County's Contract Manager or his/her designee, Contractor shall remove any unsatisfactory staff immediately and replace by another Contractor's Staff within one Business Day.	On-site monitoring, report by the TTC Staff.	\$50 per day, per Contractor's Staff.
<b>Subparagraphs 7.5.6</b> Contractor's Staff	Contractor to provide and maintain a pool/list of staff prior to Contract start date and notify the TTC Contracts Section within five Business Days as changes occur.	Review of submitted list and review of required updates.	\$500 for each day late after Contract start date and/or for each day late after five Business Days as changes occur.
<b>Subparagraph 7.7.1</b> Background and Security Investigations	All Contractor's Staff shall undergo and pass, to the satisfaction to the TTC, a background investigation provided through California Department of Justice as a condition of beginning and continuing to perform services under the Contract.	Receipt and review of documentation.	\$100 per day, per Contractor's Staff, when he/she has not passed background investigation before or while working under the Contract.

**STATEMENT OF WORK AND CONTRACT EXHIBITS  
EXHIBIT 2  
PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

CONTRACT			
SPECIFIC PERFORMANCE REFERENCE	STANDARD OF PERFORMANCE/SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
<b>Subparagraph 8.5</b> Complaints	Policy provided within 15 Business Days of the County's request; handle complaints as required.	Receipt of policy, complaints, review of logs.	\$100 per day late.
<b>Subparagraphs 8.24 and 8.25</b> Insurance Coverage Requirements	Insurance coverage maintained as required in Subparagraphs 8.24 and 8.25.	Receipt and review of insurance and documentation.	\$100 per day coverage not maintained as required in Subparagraphs 8.24 and 8.25. Contract termination at the TTC's option.
<b>Subparagraph 8.38</b> Record Retention and Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Subparagraph 8.38.	Inspection of files.	\$50 per each day for failure to produce required documents upon demand.
<b>Subparagraph 8.38.5</b> Financial Statements	Provide required statements according to schedule.	Review of reports.	\$50 per each day that financial statements are not provided as required in Contract.
<b>Subparagraph 8.40</b> Subcontracting	Contractor shall obtain County's written approval prior to subcontracting any work.	Inspection and observation.	\$500 for each occurrence of not obtaining the County's written prior approval to subcontract any work.



**STATEMENT OF WORK AND CONTRACT EXHIBITS  
EXHIBIT 2  
PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

STATEMENT OF WORK			
SPECIFIC PERFORMANCE REFERENCE	STANDARD OF PERFORMANCE/SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
<p><b>Subparagraphs 3.2.6</b> Scheduling</p> <p><b>Subparagraph 4.2</b> Work Hours</p>	<p>Contractor’s billing hours begin when the crew begins work at the Drayage site, excluding meal periods, until work terminates for the day. No meal periods allowed while in-transit from the Drayage site to the TTC Warehouse.</p>	<p>On-site monitoring and observation; review of invoices.</p>	<p>\$500 per occurrence when Contractor’s invoicing or submitted claims include fraudulent work hours that do not match invoicing to reported worked hours from County staff; subject to Contract termination.</p>
<p><b>Subparagraph 3.2.7</b> Scheduling</p>	<p>Contractor shall notify the TTC within 30 minutes of being informed by the Contractor’s Staff, when Contractor’s Staff either do not or cannot report to the Drayage site at the scheduled time or leaves the Drayage site prior to completion of the day’s work.</p>	<p>On-site monitoring; report by TTC Staff.</p>	<p>\$500 per occurrence for failure to notify the TTC if the Contractor’s Staff does not report or leaves the Drayage site prior to completion of the day’s work.</p>
<p><b>Subparagraph 3.3.5</b> Protecting Assets</p>	<p>Under no circumstances, regardless of value, is it allowable for Contractor or its staff to take or remove any estate items for personal or other use.</p>	<p>On-site observation; reports by TTC Staff.</p>	<p>Twice the value of item removed will be deducted from the payment of the Contractor’s invoices; removal of individual from Contract.</p>
<p><b>Subparagraph 6.1</b> Uniforms and Identification Badges</p>	<p>All Contractor’s drivers shall possess valid California Driver Licenses.</p>	<p>On-site observation; reports by TTC Staff.</p>	<p>\$100 per day, per driver without valid license; removal of individual as driver.</p>
<p><b>Subparagraph 6.2</b> Uniforms and Identification Badges</p>	<p>Contractor’s staff must wear identifiable uniforms with Contractor’s logo and name clearly visible.</p>	<p>On-site monitoring; report by TTC Staff.</p>	<p>\$50 per day, per Contractor’s Staff, per infraction.</p>

**STATEMENT OF WORK AND CONTRACT EXHIBITS  
EXHIBIT 2  
PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

STATEMENT OF WORK			
SPECIFIC PERFORMANCE REFERENCE	STANDARD OF PERFORMANCE/SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
<b>Subparagraph 7.5</b> Materials and Equipment	Contractor shall notify the County Contract Monitor immediately that equipment has broken down and shall suggest a solution to the problem.	Inspection and monitoring.	\$500 per occurrence for failure to notify the County Contract Monitor of equipment breakdown by end of workday.
<b>Paragraph 9.0</b> Quality Control Plan	Contractor shall provide a Quality Control Plan to County's Contract Administrator within ten Business Days following the Contract start date and as changes occur. Compliance with the provided Quality Control Plan and with any corrective action plans.	Receipt of Plan by Contract start date.	\$100 per occurrence for failure to provide Quality Control Plan within ten Business Days following the Contract start date and as changes occur.  \$500 for non-compliance to Quality Control Plan per occurrence.  \$100 per day for failure to comply with the corrective action plan.
<b>Subparagraph 10.1</b> Meetings	Contractor is required to attend any regularly scheduled and/or agreed upon meetings.	Attendance.	\$50 per occurrence for failure to attend any regularly scheduled and/or agreed upon meetings.
<b>Subparagraph 10.3</b> Field Incident Report	In the event damage or injury occurs during the course of a Drayage, Contractor will complete and submit Exhibit C, SOW, and Contract Exhibits, Exhibit 3, Field Incident Report, within one Business Day of the incident.	Receipt of report.	\$500 per occurrence for failure to provide a report within one Business Day and subject to Contract termination.

**STATEMENT OF WORK AND CONTRACT EXHIBITS  
EXHIBIT 2  
PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

<b>STATEMENT OF WORK</b>			
<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>STANDARD OF PERFORMANCE/SERVICE</b>	<b>MONITORING METHOD</b>	<b>DEDUCTIONS/FEES TO BE ASSESSED</b>
<b>Subparagraph 11.2.1</b> Performance Requirements Summary	Contractor's crew arrives late to a scheduled job, delaying the start of a Drayage.	On-site monitoring; report by TTC Staff.	\$150 per hour, per incident, for Contractor delay.
<b>Paragraph 7.0</b> Materials and Equipment <b>Subparagraph 11.2.2</b> Performance Requirements Summary	Contractor's crew arrives on a Drayage site with an insufficient number of staff or without the appropriate truck, materials, and equipment necessary to complete the Drayage.	On-site monitoring; report by TTC Staff.	\$150 per hour, per incident, for Contractor delay.
<b>Subparagraph 11.2.3</b> Performance Requirements Summary	Contractor's Staff intentionally delay the start or completion of a Drayage or negligently handle the work and/or estate property.	On-site monitoring; report by TTC Staff.	\$150 per hour, per incident, for Contractor delay after assigned start time.

**STATEMENT OF WORK AND CONTRACT EXHIBITS  
EXHIBIT 3**

**FIELD INCIDENT REPORT**

County of Los Angeles Treasurer and Tax Collector  
**PUBLIC ADMINISTRATOR FIELD INCIDENT REPORT**

In the event of damage to buildings, appurtenances, or furnishings, or injury to persons during the performance of services while under contract to the Treasurer Tax Collector (TTC) Public Administrator, the Contractor's Contract Manager shall immediately contact the County's Contract Monitor or the County's Contract Manager as provided in Exhibit E, County Administration, to report the incident. Subsequently, this report shall be completed by Contractor's Contract Manager to describe and document the incident of damage, loss, theft or injury. The completed report shall be delivered to the County's Contract Manager within one Business Day of the incident.

Date of Incident: \_\_\_\_\_ Time: \_\_\_\_\_

Estate Name and Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TTC Job Request Number: \_\_\_\_\_ Estate Number: \_\_\_\_\_

**Description of Incident:** (attach additional pages as necessary)

Specific Damage/Loss/Theft/Injury: \_\_\_\_\_  
\_\_\_\_\_

How Occurred: \_\_\_\_\_  
\_\_\_\_\_

Name of Employee(s) Involved: \_\_\_\_\_  
\_\_\_\_\_

Agencies Notified (local law enforcement or emergency services): \_\_\_\_\_  
\_\_\_\_\_

Report Prepared by: \_\_\_\_\_ Date: \_\_\_\_\_  
(PRINT)

Title: \_\_\_\_\_ Signature: \_\_\_\_\_

***TTC Internal Use Only***

Report Received by: \_\_\_\_\_ Date: \_\_\_\_\_  
(PRINT)

Title: \_\_\_\_\_ Signature: \_\_\_\_\_

Pursuant to Exhibit A - Statement of Work, Subparagraph 3.3.8 of the Drayage Services Contract, the Contractor shall be liable for the cost of repairs for any such damage, loss or theft.

CONTRACTOR'S EEO CERTIFICATION

STERLING VAN LINES, INC.

Contractor Name

6850 SUNA STREET BELL GARDENS, CA 90201

Address

94-4428537

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. Yes [X] No [ ]
2. The Contractor periodically conducts a self-analysis or utilization analysis of its work force. Yes [X] No [ ]
3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. Yes [X] No [ ]
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. Yes [X] No [ ]

JAY CLITHEROE

Authorized Official's Printed Name and Title

Jay Clitheroe

Authorized Official's Signature

7-20-22

Date

## COUNTY'S ADMINISTRATION

CONTRACT NO: \_\_\_\_\_

### COUNTY'S CONTRACT ADMINISTRATOR:

Name: Lisa Proft  
Title: Assistant Treasurer and Tax Collector  
Address: 320 West Temple Street, 9<sup>th</sup> Floor  
Los Angeles, CA 90012  
Telephone: (213) 974-0418  
Facsimile: (213) 633-1944  
Email Address: [lproft@ttc.lacounty.gov](mailto:lproft@ttc.lacounty.gov)

### COUNTY'S CONTRACT MANAGER:

Name: Henry Agadjanyan  
Title: Operations Chief  
Address: 320 West Temple Street, 9<sup>th</sup> Floor  
Los Angeles, CA 90012  
Telephone: (213) 974-0404  
Facsimile: (213) 633-1944  
Email Address: [hagadjanyan@ttc.lacounty.gov](mailto:hagadjanyan@ttc.lacounty.gov)

### COUNTY'S CONTRACT MONITOR:

Name: Hagop Hergelian  
Title: Assistant Operations Chief  
Address: 320 West Temple Street, 9<sup>th</sup> Floor  
Los Angeles, CA 90012  
Telephone: (213) 974-0419  
Facsimile: (213) 633-1944  
Email Address: [hhergelian@ttc.lacounty.gov](mailto:hhergelian@ttc.lacounty.gov)

## COUNTY'S ADMINISTRATION

### CHIEF INFORMATION SECURITY OFFICER

Name: Jeffrey Aguilar  
Title: Acting Chief Information Security Officer  
Address: 320 West Temple Street, 7<sup>th</sup> Floor  
Los Angeles, CA 90012  
Telephone: (213) 253-5659  
Email Address: CISO-CPO\_Notify@lacounty.gov

### CHIEF PRIVACY OFFICER

Name: Lillian Russell  
Title: Chief Privacy Officer  
Address: 320 West Temple Street, 7<sup>th</sup> Floor  
Los Angeles, CA 90012  
Telephone: (213) 351-5363  
Email Address: CISO-CPO\_Notify@lacounty.gov

### COUNTY'S DEPARTMENTAL CHIEF INFORMATION OFFICER (DCIO)

Name: Matthew Der  
Title: Departmental Chief Information Officer  
Address: 500 West Temple Street, Room 409  
Los Angeles, CA 90012  
Telephone: (213) 866-5783  
Facsimile: (213) 217-4974  
Email Address: mder@ttc.lacounty.gov

### COUNTY'S DEPARTMENTAL INFORMATION SECURITY OFFICER (DISO)

Name: Matthew Der  
Title: Departmental Information Security Officer  
Address: 500 West Temple Street, Room 409  
Los Angeles, CA 90012  
Telephone: (213) 866-5783  
Facsimile: (213) 217-4974  
Email Address: mder@ttc.lacounty.gov

## CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME:     Sterling Van Lines, Inc.    

CONTRACT NO: \_\_\_\_\_

### CONTRACTOR'S CONTRACT ADMINISTRATOR:

Name: Doug Brown  
Title: Contracts Manager  
Address: 6850 Suva Street  
Bell Gardens, CA 90201  
Telephone: (323) 981-1440  
Facsimile: (323) 981-1435  
Email Address: [doug@sterlingvanlines.com](mailto:doug@sterlingvanlines.com)

### CONTRACTOR'S CONTRACT MANAGER:

Name: Doug Brown  
Title: Contracts Manager  
Address: 6850 Suva Street  
Bell Gardens, CA 90201  
Telephone: (323) 981-1440  
Facsimile: (323) 981-1435  
Email Address: [doug@sterlingvanlines.com](mailto:doug@sterlingvanlines.com)

### CONTRACTOR'S FINANCIAL MANAGER:

Name: Gail Colby  
Title: Finance Manager  
Address: 6850 Suva Street  
Bell Gardens, CA 90201  
Telephone: (323) 981-1440  
Facsimile: (323) 981-1435  
Email Address: [gail@sterlingvanlines.com](mailto:gail@sterlingvanlines.com)



## CONTRACTOR'S ADMINISTRATION

### CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: Jay Clitheroe  
Title: Vice President  
Address: 6850 Suva Street  
Bell Gardens, CA 90201  
Telephone: (323) 981-1440  
Facsimile: (323) 981-1435  
Email Address: [jay@sterlingvanlines.com](mailto:jay@sterlingvanlines.com)

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

Name: Doug Brown  
Title: Contracts Manager  
Address: 6850 Suva Street  
Bell Gardens, CA 90201  
Telephone: (323) 981-1440  
Facsimile: (323) 981-1435  
Email Address: [doug@sterlingvanlines.com](mailto:doug@sterlingvanlines.com)

## FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

### COVID-19 COMPLIANCE

G COVID-19 VACCINATION CERTIFICATION OF COMPLIANCE

### NON-IT CONTRACTS

G1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

**COVID-19 VACCINATION CERTIFICATION OF COMPLIANCE**

Urgency Ordinance, County Code Title 2 – Administration, Division 4 – Miscellaneous – Chapter 2.212  
(COVID-19 Vaccinations of County Contractor Personnel)

I, JAY CLITHEROE, on behalf of STERLING VAN LINES,  
(the "Contractor"), certify that on County Contract \_\_\_\_\_ [ENTER  
CONTRACT NUMBER AND NAME OF THE SERVICE]:

All Contractor Personnel on this Contract are fully vaccinated as required by the Ordinance.

Most Contractor Personnel\* on this Contract are fully vaccinated as required by the Ordinance. The Contractor or its employer of record, has granted a valid medical or religious exemption to the below identified Contractor Personnel. Contractor will certify weekly that the following unvaccinated Contractor Personnel have tested negative within 72 hours of starting their work week under the County Contract, unless the contracting County department requires otherwise. The Contractor Personnel who have been granted a valid medical or religious exemption are [LIST ALL CONTRACTOR PERSONNEL]:

\*Contractor Personnel includes subcontractors.

\_\_\_\_\_  
\_\_\_\_\_  
I have authority to bind the Contractor, and have reviewed the requirements above and further certify that I will comply with said requirements.

Jay Clitheroe  
Signature

7-26-22  
Date

V.P. / SECRETARY  
Title

STERLING VAN LINES  
Contractor

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME STERLING VAN LINES, INC Contract No. \_\_\_\_\_

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

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

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

SIGNATURE: Jay Clitherock

DATE: 7 / 26 / 2022

PRINTED NAME: JAY CLITHEROCK

POSITION: SECRETARY

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002; Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002; Ord. 2002-0015 § 1 (part), 2002)

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

# SAFELY SURRENDERED BABY LAW



# *Safely* Surrendered



No shame. No blame. No names.

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

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



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

www.babysafela.org

# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

*Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.*

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

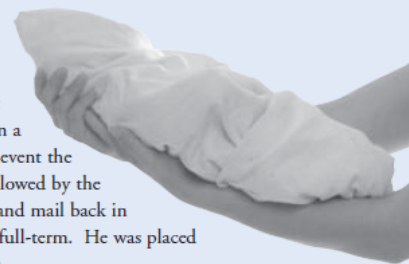
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.





# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

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



# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

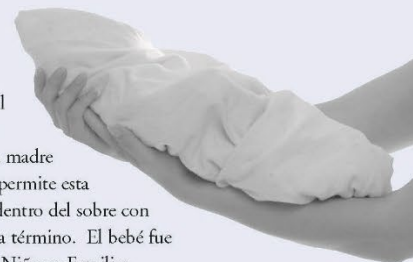
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.





Title 2 ADMINISTRATION  
Chapter 2.206  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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- 2.206.020 Definitions.**
- 2.206.030 Applicability.**
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- 2.206.050 Administration and compliance certification.**
- 2.206.060 Exclusions/Exemptions.**
- 2.206.070 Enforcement and remedies.**
- 2.206.080 Severability.**

**2.206.010 Findings and declarations.**

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

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**2.206.030 Applicability.**

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.040 Required solicitation and contract language.**

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.050 Administration and compliance certification.**

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.060 Exclusions/Exemptions.**

- A. This chapter shall not apply to the following contracts:
  - 1. Chief Executive Office delegated authority agreements under \$50,000;
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;

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3. A purchase made through a state or federal contract;
  4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
  5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
  6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
  7. Program agreements that utilize Board of Supervisors' discretionary funds;
  8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
  9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
  10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
  11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
  12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
  13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
  14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.070 Enforcement and remedies.**

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

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- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
  - 1. Recommend to the Board of Supervisors the termination of the contract; and/or,
  - 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
  - 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.080 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)



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County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

**1. DEFINITIONS**

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.
- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.

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- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).

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- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

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**2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.
- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

**3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.

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3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

**4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION**

4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.

4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

**5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION**

5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.

5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.

5.1.3. Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.

5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.

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5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 West Temple Street, 7<sup>th</sup> Floor, Los Angeles, California 90012, [PRIVACY@ceo.lacounty.gov](mailto:PRIVACY@ceo.lacounty.gov)** that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of

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birth, home address, account number, diagnosis, disability code or other types of information were involved);

- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

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**6. WRITTEN ASSURANCES OF SUBCONTRACTORS**

- 6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.
- 6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.
- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.
- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.



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**7. ACCESS TO PROTECTED HEALTH INFORMATION**

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

**8. AMENDMENT OF PROTECTED HEALTH INFORMATION**

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

**9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION**

- 9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents,

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representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:

- (a) The date of the Disclosure;
- (b) The name, and address if known, of the entity or person who received the Protected Health Information;
- (c) A brief description of the Protected Health Information Disclosed; and
- (d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

**10. COMPLIANCE WITH APPLICABLE HIPAA RULES**

10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

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**11. AVAILABILITY OF RECORDS**

- 11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.
- 11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

**12. MITIGATION OF HARMFUL EFFECTS**

- 12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

**13. BREACH NOTIFICATION TO INDIVIDUALS**

- 13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.
- 13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.
- 13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:
- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
  - (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

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- (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
  - (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
  - (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- 13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.
- 13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

**14. INDEMNIFICATION**

- 14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.
- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

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**15. OBLIGATIONS OF COVERED ENTITY**

- 15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.
- 15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

**16. TERM**

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

**17. TERMINATION FOR CAUSE**

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.
- 17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

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**18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION**

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.
- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.
- 18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.
- 18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

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18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

**19. AUDIT, INSPECTION, AND EXAMINATION**

19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.

19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.

19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.

19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.

19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

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**20. MISCELLANEOUS PROVISIONS**

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.



# INFORMATION SECURITY AND PRIVACY REQUIREMENTS



# 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 Exhibit to the Contract “Information Security, and Privacy Requirements Exhibit,” (“Exhibit L”) sets forth in detail 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 Contractor shall establish all Information Security, and Privacy Requirements within ten business days prior to the Effective Date of the Contract and maintain all Information Security and Privacy Requirements throughout the entire Contract term.

These requirements and procedures contained in this “Exhibit L” are incorporated by reference into the Terms and Conditions of the Contract and constitute a minimum standard for Information Security and Privacy Requirements in conjunction with the requirements of the Contract between the County and Contractor (the “Contract”). 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 all measures pertaining to any ongoing Threats and Risks. Failure to comply with the minimum Information Security and Privacy Requirements set forth in this “Exhibit L” herein incorporated by reference into the Terms and Conditions of the Contract shall 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. The Terms and Conditions of the Contract shall govern and control unless stated otherwise in the Contract.

## 1. DEFINITIONS

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

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Information:** all Data and Information belonging to the County.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.
- e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.

- f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.
- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County's information security requirements.
- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. **Privacy Program:** a formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
- n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
- o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
- p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.
- q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates,

students, volunteers, and staff from third party entities who provide service to the County.

## 2. INFORMATION SECURITY AND PRIVACY PROGRAMS

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

Contractor's Information Security Program shall include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures shall 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 shall be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures shall be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program shall perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor shall exercise the same degree of care in safeguarding the privacy of County Information that the Contractor exercises with respect to its own Information, but in no event

less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

The Contractor's Privacy Program shall include:

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

### **3. PROPERTY RIGHTS TO COUNTY INFORMATION**

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

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

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

## 5. SHARING COUNTY INFORMATION AND DATA

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

## 6. CONFIDENTIALITY

- a. **Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential."
- b. **Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor shall notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.
- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, the Contractor may encounter County Non-public Information ("NPI") in the course of performing this Contract, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as "Internal Use," "Confidential," or "Restricted" as defined in Board of Supervisors Policy 6.104 – Information Classification Policy as NPI. The Contractor shall not disclose or publish any County NPI and material received or used in performance of this Contract. This obligation is perpetual.
- d. **Individual Requests.** The Contractor shall acknowledge any request or instructions from the County regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. The Contractor shall have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor shall notify the County within five 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 13 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. 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 within ten business days upon receiving TTC's written approval and prior to performing any work under the Contract, 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 Treasurer and Tax Collector in conjunction with the approval of County's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

## **8. STORAGE AND TRANSMISSION OF COUNTY INFORMATION**

All County Information 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.

## 9. RETURN OR DESTRUCTION OF COUNTY INFORMATION

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

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

## 10. PHYSICAL AND ENVIRONMENTAL SECURITY

All Contractor facilities that process County Information will be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and



entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

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

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

The Contractor 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 13 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes back-ups to removable media (as described in Section 8 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such back-ups shall be encrypted in compliance with the encryption requirements noted above in Section 8 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

## **12. ACCESS CONTROL**

Subject to and without limiting the requirements under Section 8 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County's Contract Administrator or Contract Manager in writing; and (ii) if transferred using removable media (as described in Section 8 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements 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 13 SECURITY AND PRIVACY INCIDENTS; and
  - f. In the event any hardware, storage media, or removable media (as described in Section 8 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor shall ensure all County Information has been eradicated from such hardware and/or media using industry best practices as discussed in Section 8 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

### **13. SECURITY AND PRIVACY INCIDENTS**

In the event of a Security or Privacy Incident, the Contractor 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 24 hours of detection of the Incident. All notifications shall be submitted via encrypted email and telephone to the individuals listed on Exhibit E, County's Administration.
- 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/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.

#### **14. NON-EXCLUSIVE EQUITABLE REMEDY**

The Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach, the County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 6 CONFIDENTIALITY shall constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the County.

#### **15. AUDIT AND INSPECTION**

- 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.

**BOARD LETTER/MEMO  
CLUSTER FACT SHEET**

Board Letter

Board Memo

Other

<b>CLUSTER AGENDA REVIEW DATE</b>	8/24/2022	
<b>BOARD MEETING DATE</b>	9/13/2022	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input checked="" type="checkbox"/> 4 <sup>th</sup> <input checked="" type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Internal Services Department (ISD)	
<b>SUBJECT</b>	AUTHORIZATION TO ACCEPT AND IMPLEMENT A GRANT AWARD: FROM THE CALIFORNIA ENERGY COMMISSION FOR THE CHARGING INTO THE FUTURE WITH LOS ANGELES COUNTY'S PUBLIC HOUSING RESIDENTS PROJECT.	
<b>PROGRAM</b>	Clean Transportation Program	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>DEADLINES/ TIME CONSTRAINTS</b>	Approval from the CEC is expected in September of 2022. Approval from the Board will enable ISD to complete the agreements with each agency and begin implementation in a timely manner. ISD will have 33 months to complete the project.	
<b>COST &amp; FUNDING</b>	Total cost:	Funding source:
	\$1,715,000	CEC grant: \$1,576,000 (ISD to match an additional \$139,000 to cover administrative costs to implement the grant).
	TERMS (if applicable): The CEC grant shall be completed by June of 2025.	
Explanation:		
<b>PURPOSE OF REQUEST</b>	Allow ISD to accept grant funds and enter into an agreement with CEC.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	This project will help achieve County Sustainability Goal 7, to achieve a fossil-fuel free County, by installing up to 30 Level 2 Electric Vehicle charging stations at four public housing sites. Three of the four locations will be powered by renewable solar energy.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: This project was developed in collaboration with the Los Angeles County Development Authority (LACDA), to address the need to equitably distribute electric vehicle supply equipment (EVSE) and create opportunities for residents in public housing to participate in the transition to a clean transportation future.	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Sustainability Priority and Environmental Justice and Climate Health Priority. This project will lead to improved air quality by reducing the number of internal combustion engine vehicles on the road in the County as a result of placing EVSE in underserved communities. This project will also accelerate the adoption of zero emission vehicles, reduce toxic vehicle emissions, increase GHG emissions reduction, and lessen the negative health impacts especially in disadvantaged and underserved communities associated with driving internal combustion engine vehicles. This CEC funded project will also enable ISD and LACDA to install and monitor two off-grid technologies and deploy new outreach strategies.	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Minh Le, General Manager, 562-367-5153, msle@isd.lacounty.gov	



County of Los Angeles  
**INTERNAL SERVICES DEPARTMENT**

1100 North Eastern Avenue  
Los Angeles, California 90063

**SELWYN HOLLINS**  
Director

*"Trusted Partner and Provider of Choice"*

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

September 13, 2022

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

Dear Supervisors:

**AUTHORIZATION TO ACCEPT AND IMPLEMENT A GRANT  
AWARD: FROM THE CALIFORNIA ENERGY COMMISSION  
FOR THE CHARGING INTO THE FUTURE WITH LOS  
ANGELES COUNTY'S PUBLIC HOUSING RESIDENTS  
PROJECT; APPROVAL OF  
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

The Internal Services Department (ISD) was awarded a \$1,576,000 grant from the California Energy Commission (CEC) for the Charging into the Future with Los Angeles County's Public Housing Residents Project. Requesting approval to authorize ISD to (1) accept CEC grant funds up to \$1,576,000 (2) delegate authority to the Director of ISD or his designee to execute other documents, agreements, sub-recipient agreements or contracts associated for the acceptance and use of these grants, subject to the approval of County Counsel as to form, (3) approve an appropriation adjustment in the Fiscal Year 2022-2023 ISD Operating budget, and (4) find that the proposed projects are exempt from the California Environmental Quality Act (CEQA).

**IT IS RECOMMENDED THAT THE BOARD:**

1. Authorize the Director of ISD (or designee) to accept grant funds in amounts up to \$1,576,000 from the CEC for Charging into the Future with Los Angeles County's Public Housing Residents Project and to execute all necessary contractual and program documents to secure grant funding (including without limitation, CEC grant contract, amendments or change orders, and, subject to available funds, alterations in the grant amount);
2. Delegate authority to the Director of ISD, or his designee, to execute other documents, agreements, sub-recipient agreements or contracts associated for the acceptance and use of these grants, subject to the approval of County Counsel as to form; and

3. Approve a Fiscal Year (FY) 2022-2023 appropriation adjustment of \$1,576,000 in the ISD Operating budget reflecting the total amount of the CEC grant (Attachment 3; FY 2022-2023 Appropriations Adjustment).
4. Find that the proposed projects are categorically exempt from the provisions of CEQA pursuant to Section 15301 (a), (d), and (f).

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

On August 6, 2019, your Board adopted the County Sustainability Plan, OurCounty, which sets a target of installing 5,000 electric vehicle charging stations by 2025 and 15,000 by 2035. On May 26, 2020, your Board established ISD as the lead County department for deploying charging station infrastructure and collecting data on clean transportation (May 26, 2020). Approval of the recommended actions will allow ISD to formally accept these grants to further work towards County Goals, policies, and motions. The justification for authorizing each grant is described below.

This project was developed in collaboration with the Los Angeles County Development Authority (LACDA), to address the need to equitably distribute electric vehicle supply equipment (EVSE) and create opportunities for residents in public housing to participate in the transition to a clean transportation future. There are currently no electric vehicle charging stations that serve residents living at Los Angeles County public housing developments. A study of the state's Increased-Rebate Clean Vehicle Rebate Program (IR-CVRP) found that 25% of eligible residents cited a lack of available charging as a top concern, and 27% identified cost as a top barrier to purchasing an EV. Importantly, the 2021 IR-CRVP study also indicated that low EV adoption among income-limited residents is partially due to a lack of available information about the benefits of switching to an EV. For example, a working paper submitted to the International Council on Clean Transportation in February 2021 explained that car owners in the lowest-income brackets could save \$1,000 or 7% of their income annually by switching to a used EV. The Charging into the Future with Los Angeles County's Public Housing Residents Project will address each of these concerns by piloting EVSE infrastructure and community outreach and engagement at four LACDA sites.

The project will pilot types of EVSE infrastructure to deploy at public housing sites in order to best meet existing limitations and limit strain on the grid at the most affordable cost. LACDA receives a budget from HUD for building and grounds maintenance and upgrades, but it does not include solar canopies, EVSE, or new electric service for EVSE.

At three of the four sites, Level 2 EVSE will be powered by off-grid solar canopies. Off-grid charging avoids straining aging infrastructure at the buildings that currently have basic residential electrical service and lack additional electrical capacity. This technology model will also avoid increased strain on the grid, as more residents charge at home. Finally, solar powered charging enables LACDA to ensure a reliable source for residents to fuel their vehicles. Resilience in the face of power outages is important to residents who could lose their jobs if they miss a work shift because their car is out of power. Demonstrating to residents that they have a reliable fuel source to come home to each night, will increase the rate of EV adopters in the housing developments.

The goal of this project is to increase access to EV charging and information about EVs by minimizing barriers so that residents living in Los Angeles County's public housing developments have the resources to transition to an electric vehicle, while minimizing construction costs to LACDA, ensuring reliability, and minimizing the strain on the grid. The objectives of this agreement are to

- Install 2 off-grid standalone Level 2 EV charging stations powered by a solar array with battery back-up at Quartz Hill I and II Housing Developments, in Quartz Hill, CA (1 system at each site).
- Install 8 Level 2 EV charging stations at Harbor Hills Housing Development in Lomita, CA.
- Install 20 Level 2 EV charging stations powered by a solar canopy in Carmelitos Housing Development in Long Beach, CA.
- Increase residents' knowledge about EVs, costs of ownership, and incentives at each housing development where chargers are added, by
  - Hosting in-person events in partnership with the Los Angeles County Development Foundation and by
  - utilizing the County's online EV platform, Electrifyze.
- Increase the percent of residents that purchase an EV, or express intent to purchase an EV.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The recommended actions support the County's Strategic Plan Goal II, Foster Vibrant and Resilient Communities via strategy II.3.5: Support a clean, flexible, and integrated multi-modal transportation system that improves mobility.

### **FISCAL IMPACT/FINANCING**

Because of the timing with the budget cycle, the FY 2022-23 ISD Operating Budget did not include the appropriation and funding to implement the components under the Charging into the Future with Los Angeles County's Public Housing Residents Project grant. As a result, an appropriation adjustment of \$1,576,000 is needed to implement the technical supplies and services for the projects and programs under this Grant.

The CEC grant is for \$1,576,000 and requires the County to match an additional \$139,000 to cover administrative costs to implement the grant. ISD requested one-time funds in FY 2022-23 Supplemental Budget phase to cover these costs.

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

On May 25, 2022, the County received notification from the CEC of their intent to negotiate a grant agreement to implement the Charging into the Future with Los Angeles County's Public Housing Residents Project as described in the attached proposal (attachment 1).

On July 11, 2000, the Board approved guidelines for the acceptance of grants in amount of \$100,000 or more. These guidelines include a requirement that County departments



prepare a grant management statement for review before carrying out the activities covered under the grant. The grant and all necessary contractual and program documents to secure grant funding will be reviewed as to form by County Counsel.

As part of the agreement to accept the Grants, ISD will be required to provide the funding agencies with reports that track program activity and performance.

### **ENVIRONMENTAL DOCUMENTATION**

These projects are categorically exempt from the provisions of CEQA pursuant to Section 15301(a), (d), and (f) of CEQA guidelines.

### **CONTRACTING PROCESS**

ISD will administer and manage the CEC Grant Agreement and complete the procurement actions below for this project.

ISD will release competitive work order solicitations through its Energy Efficiency Project Master Agreement to carry out the engineering design and installation at the Carmelitos and Harbor Hills locations. Solicitations will be released to qualified contractors on a project-by-project basis, to provide such services. Vendors certified as a County Preference Provider will receive the 15% preference on their individual WO bids and/or proposals, and WOs will be awarded by ISD to the lowest priced, or highest-ranked qualified contractor.

Commodity purchases fall under the statutory authority of the County Purchasing Agent. The purchase of one (1) Beam Global EV ARC solar canopy with battery back-up that powers two Level 2 charging stations for each Quartz Hill location (2 EV Arcs in total) will be requisitioned through, and accomplished by the Purchasing Agent in accordance with the County's purchasing policies and procedures. Beam Global offers a unique off-grid EVSE charging solution for small sites with solar capacity that lack electrical capacity.

ISD will amend the Consultant Services Work Order (WO) with Green Light Labs, Inc. (GLL) under Energy Support Services Master Agreements (ESSMA) to expand its existing scope for Electrifyze, an online informational platform for EVs, developed using proprietary intellectual designs for the County of Los Angeles. Currently the Electrifyze site provides content and benefits of purchasing new EVs. Grant funds will enable GLL to add content related to used EVs and provide incentive support for income qualified residents. The ESSMA WO was awarded to GLL as a result of a competitive Work Order Solicitation process.

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

There will be no impact on County services. ISD's Clean Transportation will incorporate this project into their existing workload, which is consistent with assigned duties.

### **CONCLUSION**

The County's acceptance of these funds and implementation of the Charging into the Future with Los Angeles County's Public Housing Residents Project will enable the County to hasten your Board's goals; more specifically, to accelerate the adoption of zero emission vehicles, reduce toxic vehicle emissions, increase GHG emissions reduction, and lessen the negative health impacts especially in disadvantaged and underserved communities' associated with driving internal combustion engine vehicles. This CEC funded project will also enable ISD and LACDA to install and monitor two off-grid technologies and deploy new outreach strategies. The information gathered through this pilot will be utilized to expand efforts to better serve the County's public housing communities, supporting the equitable transition to the County's clean transportation future. The Executive Office, Board of Supervisors, is requested to return a stamped copy of the approved Board letter to the Director of ISD.

Respectfully submitted,

SELWYN HOLLINS  
Director

SH:MO:ML

Enclosures

C: Executive Office, Board of Supervisors  
Chief Executive Office

DRAFT

# **ATTACHMENTS**

1. CEC REACH Grant Program Manual
2. Scope of Work for the Charging into the Future with Los Angeles County's Public Housing Residents Project
3. FY 2022-2023 Appropriation Adjustment

# **ATTACHMENT 1. GRANT FUNDING OPPORTUNITY**

## **Clean Transportation Program**

### **Reliable, Equitable, and Accessible Charging for multi-family Housing (REACH)**



GFO-21-603

[Solicitation Information](https://www.energy.ca.gov/funding-opportunities/solicitations)

<https://www.energy.ca.gov/funding-opportunities/solicitations>

State of California

California Energy Commission

November 2021

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## Attachments

- 1 Application Form
- 2 Scope of Work Template
- 3 Scope of Work Instructions
- 4 Schedule of Products and Due Dates
- 5 Proposal Budget Template
- 6 Contact List
- 7 California Environmental Quality Act (CEQA) Worksheet
- 8 Localized Health Impacts Information
- 9 Clean Transportation Program Terms and Conditions
- 10 Past Performance Reference Form

# I. Introduction

## A. Purpose of Solicitation

This is a competitive grant solicitation. The California Energy Commission's (CEC's) Clean Transportation Program (formerly known as the Alternative and Renewable Fuel and Vehicle Technology Program) announces the availability of up to \$8,500,000 in grant funds for projects that will increase electric vehicle (EV) charging access for and enable greater plug-in electric vehicle (PEV) adoption by multi-family housing (MFH) residents. For the purpose of this solicitation, MFH is defined as residential properties with multiple dwelling units and excludes single-family dwellings (detached), duplexes, triplexes, townhomes, and mobile homes.

The purpose of this solicitation is to demonstrate replicable and scalable business and technology models for large-scale deployment of EV charging infrastructure capable of maximizing access and EV travel for MFH residents. Proposed projects must include charger installations that will benefit and be used by MFH residents within disadvantaged communities, low-income communities, or a combination of both (see Definitions of Key Words, Section V.A.), and are encouraged to pursue installations for affordable housing. Proposed projects must address the following:

- Reliable and replicable charging installations for MFH building types that have characteristics that may challenge onsite installations, such as properties with shared onsite parking, properties with assigned parking spaces for residents, or properties with limited or no onsite parking, and properties that may pose installation challenges due to size or configuration.
- Outreach to MFH residents, particularly MFH within disadvantaged communities and low-income communities, and the residents of affordable housing units, that will explain the benefits of having accessible chargers and provide relevant consumer information on PEVs, including available vehicles and total cost of ownership.
- Charger installations and business models that will maximize accessibility and ease of use, and minimize EV charging costs for MFH residents, with either onsite charging or charging stations located in close proximity to MFH properties.
- Other support and maintenance services that will ensure reliability.

## B. Background

Assembly Bill (AB) 118 (Núñez, Chapter 750, Statutes of 2007), created the Clean Transportation Program. The statute authorizes the CEC to develop and deploy alternative and renewable fuels and advanced transportation technologies to help attain the state's climate change policies. AB 8 (Perea, Chapter 401, Statutes of 2013) re-authorized the Clean Transportation Program through January 1, 2024, and specified that the CEC allocate up to \$20 million per year (or up to 20 percent of each fiscal year's funds) in funding for hydrogen station development until at least 100 stations are operational.

The Clean Transportation Program has an annual budget of approximately \$100 million and provides financial support for projects that:

- Reduce California's use and dependence on petroleum transportation fuels and increase the use of alternative and renewable fuels and advanced vehicle technologies.
- Produce sustainable alternative and renewable low-carbon fuels in California.
- Expand alternative fueling infrastructure and fueling stations.



- Improve the efficiency, performance and market viability of alternative light-, medium-, and heavy-duty vehicle technologies.
- Retrofit medium- and heavy-duty on-road and non-road vehicle fleets to alternative technologies or fuel use.
- Expand the alternative fueling infrastructure available to existing fleets, public transit, and transportation corridors.
- Establish workforce training programs and conduct public outreach on the benefits of alternative transportation fuels and vehicle technologies.

### C. Commitment to Diversity

The CEC is committed to ensuring that participation in its Clean Transportation Program reflects the rich and diverse characteristics of California and its people. To meet this commitment, CEC staff conducts outreach efforts and activities to:

- Ensure potential new applicants throughout the state are aware of CEC’s Clean Transportation Program and the funding opportunities the program provides.
- Encourage greater participation by underrepresented groups including disabled veteran-, women-, minority-, and LGBT-owned businesses.
- Assist applicants in understanding how to apply for funding from CEC’s Clean Transportation Program.

### D. Key Activities and Dates

Key activities including dates and times for this solicitation are presented below. An addendum will be released if the dates change for the asterisked (\*) activities. Times listed are Pacific Standard Time or Pacific Daylight Time, whichever is being observed.

ACTIVITY	ACTION DATE
Solicitation Release	November 24, 2021
Pre-Application Workshop*	December 9, 2021
Deadline for Written Questions*	December 22, 2021
Anticipated Distribution of Questions/Answers	Week of January 17, 2022
<b>Deadline to Submit Applications by 11:59 p.m.*</b>	<b>February 18, 2022</b>
Anticipated Notice of Proposed Awards Posting	Week of May 2, 2022
Anticipated CEC Business Meeting	July 13, 2022

### E. How Award Is Determined

Applicants passing administrative and technical screening will compete based on evaluation criteria and will be scored and ranked based on those criteria. Unless CEC exercises any of its other rights regarding this solicitation (e.g., to cancel the solicitation or reduce funding), applications obtaining at least the minimum passing score will be recommended for funding in ranked order by Project Area as defined in Section II.B.6. Once the highest ranked project achieving at least the minimum passing score in each Project Area is recommended for funding, if funding remains available, CEC staff will propose an award to the project with the next highest overall ranking, until all funds available under this solicitation are exhausted.

If the funds available under this solicitation are insufficient to fully fund a grant proposal, CEC reserves the right to recommend partially funding that proposal. In this event, the proposed Applicant/Awardee and Commission Agreement Manager (CAM) shall meet and attempt to reach agreement on a reduced scope of work commensurate with the level of available funding.

**F. Availability of Funds**

A total of \$8,500,000 is available for awards under this solicitation. CEC, at its sole discretion, reserves the right to increase or decrease the amount of funds available under this solicitation.

**G. Maximum Award Amounts**

Funding eligibility will be as follows:

- If the project will install one or more direct current fast charger (DCFC), the project is eligible for up to 75% of the total project costs or up to \$3,000,000, whichever is less.
- All other eligible projects are eligible for up to 100% of the total project costs or up to \$3,000,000, whichever is less.

**H. Maximum Number of Applications**

Applicants may submit up to two applications under this solicitation: one application per Project Area as specified in Section II.B.6. Each proposed project must be separate and distinct and adhere to all requirements contained in this solicitation.

**I. Single Applicant Cap**

Applicants submitting multiple applications are eligible for no more than 50% of the total funding in this solicitation.

**J. Pre-Application Workshop**

There will be one Pre-Application Workshop; participation in this meeting is optional but encouraged. The Pre-Application Workshop will be held through Zoom at the date, time, and location listed below. Please call the Commission Agreement Officer listed in Section I.M. or refer to the [CEC's solicitation information website](https://www.energy.ca.gov/funding-opportunities/solicitations) at <https://www.energy.ca.gov/funding-opportunities/solicitations> to confirm the date and time.

**December 9, 2021**

1:00 PM

Via Zoom

**K. Participation Through Zoom**

Zoom is the CEC's online meeting service. When attending remotely, presentations will appear on your computer/laptop/mobile device screen, and audio may be heard via the device or telephone. Please be aware that the Zoom meeting will be recorded.

**Zoom Instructions:** To join this workshop, to go [Zoom](https://energy.zoom.us/j/97643466320) at <https://energy.zoom.us/j/97643466320?pwd=TjJqckphd0FrVDVidVJvM1dNR1p5QT09>.

You may also access the workshop by going to the [Zoom webpage](https://join.zoom.us) at <https://join.zoom.us> and enter the unique meeting ID and password below:

**Meeting ID:** 976 4346 6320

**Meeting Password:** Pre-app@1

**Topic:** GFO-21-603 Pre-Application Workshop – Reliable, Equitable, and Accessible Charging for multi-family Housing (REACH)

**Telephone Access Only:** Call (888) 853-5257 or (888) 475-4499 (toll free). When prompted, enter the unique meeting ID number above. To comment over the telephone, dial \*9 to “raise your hand” and \*6 to mute/unmute your phone line.

**Access by Mobile Device:** Download the application from the [Zoom Download Center](https://energy.zoom.us/download), <https://energy.zoom.us/download>.

**Technical Support:** For assistance with problems or questions about joining or attending the meeting, please call Zoom technical support at (888) 799-9666 ext. 2, or you may contact the CEC's Public Advisor's Office at [publicadvisor@energy.ca.gov](mailto:publicadvisor@energy.ca.gov), or (800) 822-6228.

To determine whether your computer is compatible with Zoom, visit [this website: https://support.zoom.us/hc/en-us/articles/201362023-System-requirements-for-Windows-macOS-and-Linux](https://support.zoom.us/hc/en-us/articles/201362023-System-requirements-for-Windows-macOS-and-Linux).

## L. Questions

Applicants may ask questions at the Pre-Application Workshop and may submit written questions via email to the Commission Agreement Officer listed in the following section. However, all technical questions must be received by the deadline listed in the "Key Activities and Dates" table in Section I.D. Questions received after the deadline may be answered at the CEC's discretion. Non-technical questions (e.g., questions concerning application format requirements or attachment instructions) may be submitted to the Commission Agreement Officer at any time prior to 5:00 p.m. of the application deadline date. Question and answer sets will be posted on [CEC's solicitation information website](https://www.energy.ca.gov/funding-opportunities/solicitations) at <https://www.energy.ca.gov/funding-opportunities/solicitations>.

Any verbal communication with a CEC employee concerning this solicitation is not binding on the State and shall in no way alter a specification, term, or condition of the solicitation. All communication must be directed in writing to the Commission Agreement Officer assigned to the solicitation.

## M. Contact Information

Tonya Heron, Commission Agreement Officer  
California Energy Commission  
715 P Street, MS-1  
Sacramento, California 95814  
Telephone: (916) 827-8343  
Email: [tonya.heron@energy.ca.gov](mailto:tonya.heron@energy.ca.gov)

## N. Reference Documents

Applicants responding to this solicitation may want to familiarize themselves with the following documents:

- [2021-2023 Investment Plan Update for the Clean Transportation Program](https://www.energy.ca.gov/publications/2021/2021-2023-investment-plan-update-clean-transportation-program) (CEC-600-2021-038) <https://www.energy.ca.gov/publications/2021/2021-2023-investment-plan-update-clean-transportation-program>.
- [Assembly Bill 2127 Electric Vehicle Charging Infrastructure Assessment – Analyzing Charging Needs to Support Zero-Emission Vehicles in 2030](https://www.energy.ca.gov/publications/2020/assembly-bill-2127-electric-vehicle-charging-infrastructure-assessment-analyzing) (CEC-600-2021-001-CMR) <https://www.energy.ca.gov/publications/2020/assembly-bill-2127-electric-vehicle-charging-infrastructure-assessment-analyzing>.
- [CalEnviroScreen](https://oehha.ca.gov/calenviroscreen). <https://oehha.ca.gov/calenviroscreen>.
- California Air Resources Board, [Electric Vehicle Supply Equipment \(EVSE\) Standards](https://ww2.arb.ca.gov/our-work/programs/electric-vehicle-supply-equipment-evse-standards). <https://ww2.arb.ca.gov/our-work/programs/electric-vehicle-supply-equipment-evse-standards>
- California Department of Food and Agriculture, Division of Measurement Standards. [Zero-Emission Vehicle Projects](https://www.cdfa.ca.gov/dms/programs/zevfuels/). <https://www.cdfa.ca.gov/dms/programs/zevfuels/>.

- [California Electric Vehicle Infrastructure Deployment Assessment: Senate Bill 1000 Report](https://www.energy.ca.gov/publications/2020/california-electric-vehicle-infrastructure-deployment-assessment-senate-bill) (CEC-600-2020-009)  
https://www.energy.ca.gov/publications/2020/california-electric-vehicle-infrastructure-deployment-assessment-senate-bill.
- [CARB Senate Bill 350 Low-Income Barriers Study, Part B: Overcoming Barriers to Clean Transportation Access for Low-Income Residents](https://ww2.arb.ca.gov/resources/documents/carb-barriers-report-final-guidance-document)  
https://ww2.arb.ca.gov/resources/documents/carb-barriers-report-final-guidance-document.
- [Executive Order N-79-20](https://www.gov.ca.gov/wp-content/uploads/2020/09/9.23.20-EO-N-79-20-Climate.pdf) https://www.gov.ca.gov/wp-content/uploads/2020/09/9.23.20-EO-N-79-20-Climate.pdf.
- [Assembly Bill 841 \(Ting, Chapter 372, Statutes of 2020\)](https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=201920200AB841)  
https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill\_id=201920200AB841.
- [Assembly Bill 1550 \(Gomez, Chapter 369, Statutes of 2016\)](https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=201520160AB1550)  
https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill\_id=201520160AB1550.
- [Assembly Bill 2127 \(Ting, Chapter 365, Statutes of 2018\)](https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=201720180AB2127)  
https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill\_id=201720180AB2127.
- [Senate Bill 350 \(De León, Chapter 547, Statutes of 2015\)](https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=201520160SB350)  
https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill\_id=201520160SB350.
- [Senate Bill 454 \(Corbett, Chapter 418, Statutes of 2013\)](https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=201320140SB454)  
https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill\_id=201320140SB454.
- [Senate Bill 1000 \(Lara, Chapter 368, Statutes of 2018\)](https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=201720180SB1000)  
https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill\_id=201720180SB1000

## II. Eligibility Requirements

### A. Applicant Requirements

#### 1. Eligibility

This solicitation is open to all public and private entities.

Project teams may include, but are not limited to:

- Community-based organizations (defined for this solicitation as an organization that (a) is place-based, with an explicit geographic focus area that includes the proposed project area(s), (b) has staff members, volunteers, or Board members that reside in the community where the project is located or intended to serve, (c) has a demonstrated track record of at least one year providing services in the proposed project area)
- Electric vehicle service providers
- Environmental or environmental justice organizations
- Cities and counties
- Metropolitan planning organizations or regional transportation planning agencies
- Non-profit organizations (for example churches, public schools, public charities, volunteer organizations, and some governmental agencies)
- Property management companies / owners of MFH properties
- Public housing agencies

#### 2. Terms and Conditions

Each grant agreement resulting from this solicitation will include terms and conditions that set forth the recipient's rights and responsibilities. By providing the required authorizations and certifications, each applicant agrees to enter into an agreement, if awarded, with the CEC to conduct the proposed project according to the terms and conditions that correspond to its organization, without negotiation: (1) University of California terms and conditions; (2) U.S. Department of Energy terms and conditions; or (3) standard terms and conditions. The standard terms and conditions are located at the [CEC's funding resources website](https://www.energy.ca.gov/funding-opportunities/funding-resources) <https://www.energy.ca.gov/funding-opportunities/funding-resources>.

Failure to agree to the terms and conditions by taking actions such as failing to provide the required authorizations and certifications or indicating that acceptance is based on modification of the terms will result in rejection of the application. Applicants must read the terms and conditions carefully. CEC reserves the right to modify the terms and conditions prior to executing grant agreements.

#### 3. California Secretary of State Registration

All corporations, limited liability companies (LLCs), limited partnerships (LPs) and limited liability partnerships (LLPs) that conduct intrastate business in California are required to be registered and in good standing with the California Secretary of State prior to its project being recommended for approval at a CEC Business Meeting. Use name as registered with the California Secretary of State. If not

currently registered with the California Secretary of State, applicants are encouraged to contact the Secretary of State's Office as soon as possible to avoid potential delays in beginning the proposed project(s) (should the application be successful). For more information, contact the Secretary of State's Office via [the Secretary of State's Office website](http://www.sos.ca.gov) at www.sos.ca.gov. Sole proprietors using a fictitious business name must be registered with the appropriate county and provide evidence of registration to CEC prior to their project being recommended for approval at a CEC Business Meeting.

## B. Project Requirements

### 1. Eligible Projects

Eligible projects will demonstrate a business and technology model that will specifically serve MFH residents. All applications must clearly demonstrate that they will provide EV charging infrastructure that is convenient and accessible to identified MFH units.

Applications may include Level 1, Level 2, DCFC, or mobile or moveable (not grid connected) chargers. Specific requirements for charging equipment are listed in Section II.B.5.

Projects **may not** include charger installations in any single-family dwellings (detached), duplexes, triplexes, townhomes, or mobile homes.

### 2. Project Size

Projects must install chargers that provide charging access for a minimum of 100 MFH residential units. The minimum of 100 residential units may be across more than one MFH property.

As examples, an eligible project would serve at least:

- Residents of twenty-five units each in 4 buildings (total of 100 units) or
- Residents of five units each in 12 buildings plus 10 units each in 4 buildings (60 units plus 40 units for a total of 100 units)

For the purposes of this solicitation, a MFH residential unit having convenient access to a charger means that at least one resident in the unit can access and use a charger with regular frequency to meet reasonable travel needs. A project does not have to provide a charger for each unit in an identified MFH. The MFH properties of a proposed project may be owned and/or managed by more than one entity.

### 3. Serving Underserved Communities

A minimum of 50 percent of a project's EV chargers must be installed within disadvantaged communities and/or low-income communities.

Disadvantaged communities are communities disproportionately burdened by multiple sources of pollution and with population characteristics that make them more sensitive to pollution. Disadvantaged communities are census tracts that score within the top 25th percentile of California Environmental Protection Agency CalEnviroScreen 4.0 scores.

Low-income communities are defined per Assembly Bill 1550 (Gomez, Chapter 369, Statutes of 2016) as census tracts with median household incomes at or below 80 percent of the statewide median income or with median household incomes at or below the threshold designated as low income by the Department of Housing and Community Development's list of state income limits adopted under California Health and Safety Code Section 50093.

### 4. Charger Locations

Projects may propose to install chargers onsite, offsite, or a combination of onsite and offsite.

- Onsite refers to parking areas immediately adjacent to MFH buildings, that are clearly identified as part of the MFH property (such as by address), and that would use the main utility service delivery associated with the MFH residential units.
- Offsite refers to any parking areas that do not meet the definition for onsite, including any parking areas immediately adjacent to the MFH property that maintain a separate address and utility service.

Onsite chargers may be for the private use of MFH residents or may be shared by MFH residents and other users, such as visitors to the MFH.

Examples of charger locations include:

- Onsite charging at a parking space assigned for exclusive use by one unit in the proposed MFH property.
- Onsite charging at unassigned parking spaces of the proposed MFH property that are shared by more than one unit, all residents, residents and guests, or any combination.
- Offsite curbside charging or charging located on contiguous, adjacent, or convenient public or private property for use by the residents of units in the proposed MFH properties.
  - Level 1 or Level 2 chargers must be within ½ mile of the MFH being served.
  - DCFCs must be within 5 miles of the MFH being served.
- Any combination of the above.

Charging locations and parking areas must be well-lit. The charger user must be able to easily read any instructions on the charger and the area around the vehicle must have adequate lighting to allow the driver to safely walk from the charger to the charging port on the vehicle.

## 5. **Charging Equipment**

The following requirements apply to all charging equipment in the proposed project:

- All public chargers must meet applicable requirements, including those of Senate Bill 454 (Corbett, Chapter 418, Statutes of 2013), the California Air Resources Board Electric Vehicle Supply Equipment (EVSE) Standards, and the California Department of Food and Agriculture Division of Measurement Standards, for public chargers.
- For the purposes of this solicitation, a networked charger is defined as a charger that has:
  - Network connectivity with one of the following:
    - IEEE 802.11n for high-bandwidth wireless networking, or
    - IEEE 802.3 for Ethernet for local- or wide-area network applications
  - The ability to receive remote software updates, real-time protocol translation, encryption, and decryption, including:
    - Internet Protocol (IP)-based processor which must support multiple protocols, and



- Compliance with Transmission Control Protocol (TCP)/IP and IPv6.
      - The ability to connect to a network's back-end software
  - All DCFCs must be networked.
  - For projects proposing to use DCFC – For each DCFC site, at least 50% of the connectors must be SAE standard CCS. CHAdeMO and Tesla connectors are optional and eligible. All grid-connected DCFCs must have a minimum charging rate of 50 kW.
  - For projects proposing to use Level 2 chargers – For each Level 2 charging site, at least 50% of the connectors must be SAE standard J1772; Tesla connectors are optional and eligible.
  - For projects proposing to use Level 1 chargers – Level 1 chargers are not required to have a cord. If a Level 1 charger is equipped with a cord, it must be a SAE standard J1772 connector.
  - The equipment must be able to withstand extreme weather conditions associated with the deployment area, including extreme temperature, flooding, heavy rains, and high winds.
  - Display screens must be protected from malfunctions due to condensation and any local area weather conditions.

6. **Project Areas**

Each proposed project shall select one of two project areas – Northern California or Southern California – as the project area, meaning all proposed charger installations must be in that area. The two project areas are defined by county in the following table.

The CEC will evaluate projects according to their Project Area and expects to award at least one project in each Project Area. Once the highest ranked project achieving at least the minimum passing score in each Project Area is recommended for funding, if funding remains available, the CEC will award the next highest-ranking project overall.

	Project Area	Counties
1	Northern California	Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Glenn, Fresno, Humboldt, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Mono, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yolo, and Yuba
2	Southern California	Imperial, Inyo, Kern, Kings, Los Angeles, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Tulare, and Ventura

7. **Electric Vehicle Infrastructure Training Program:**

AB 841 (Ting, Chapter 372, Statutes of 2020) added Public Utilities Code (PUC) section 740.20, which requires Electric Vehicle Infrastructure Training Program (EVITP) certification to install electric vehicle charging infrastructure and equipment for work performed on or after January 1, 2022, subject to certain exceptions. All electric vehicle charging infrastructure and equipment located on



the customer side of the electrical meter shall be installed by a contractor with the appropriate license classification, as determined by the Contractors' State License Board, and at least one electrician on each crew, at any given time, who holds an EVITP certification. Projects that include installation of a charging port supplying 25 kilowatts or more to a vehicle must have at least 25 percent of the total electricians working on the crew for the project, at any given time, who hold EVITP certification. One member of each crew may be both the contractor and an EVITP certified electrician. The requirements stated in this paragraph do not apply to any of the following:

1. Electric vehicle charging infrastructure installed by employees of an electrical corporation or local publicly owned electric utility.
2. Electric vehicle charging infrastructure funded by moneys derived from credits generated from the Low Carbon Fuel Standard Program (Subarticle 7 (commencing with Section 95480) of Article 4 of Subchapter 10 of Chapter 1 of Division 3 of Title 17 of the California Code of Regulations).
3. Single-family home residential electric vehicle chargers that can use an existing 208/240-volt outlet.

8. **Operation, Maintenance, and Uptime**

The Recipient shall ensure that the chargers installed in the project are operational at least 97 percent of a charging site's standard hours of operation for five years after commissioning. It will be the Recipient's responsibility to demonstrate this uptime requirement is met.

9. **Customer Service**

If the project's chargers will be open to the public, the project must provide customer support service that is accessible during the charging station's hours of operation via a toll-free telephone number and email address clearly posted near the charging equipment and, if applicable, through the online portal that is available to EV drivers accessing the charging equipment. The customer support service must be capable of providing or dispatching services to address customer concerns at the charging station. Customer support must be available in both English and Spanish.

If the project's chargers are private, this requirement does not apply.

10. **Data Collection and Analysis Requirements**

The Recipient will be required to collect, analyze, and report data as specified in the Scope of Work (Attachment 2).

11. **Eligible Project Costs**

Costs incurred for the following are eligible for CEC reimbursement or as the applicant's match share:

- Electric vehicle supply equipment (EVSE)
- Transformers
- Electric panels
- Conduit
- Wiring
- Meters
- Distributed energy resources or energy storage equipment/systems capable of providing independent or supplemental power to the EV chargers

- Photovoltaic solar panels separately metered for electric vehicle charging
- Installation costs
- Planning and engineering design costs
- Stub-outs
- Demand management equipment
- Engagement and outreach to MFH property owners and residents. The following restrictions apply to funds applied towards engagement and outreach:
  - Costs are limited to 10 percent of the total project cost.
  - All engagement and outreach activities must contain information on both EV charging infrastructure (types of charging, how to use, cost to charge, etc.) and PEVs.
  - All engagement and outreach activities must be targeted to the MFH properties identified in the project and within the vicinity of planned charger deployments.
  - No more than half of the engagement and outreach budget may be used to recruit site hosts and develop site host agreements.
- Extended warranty or agreement for operation, maintenance, or servicing of equipment for up to five years

The following are **not** eligible for CEC reimbursement or as the applicant's match share:

- Vehicle purchases
- Standard outlets (110/120 volt to 208/240 volt)
- Distribution grid or other equipment costs that are otherwise covered by programs or tariff rules of the electric utilities
- Utility service upgrade costs covered by the utility
- Processes to comply with otherwise applicable legal requirements (e.g., permits from the local authority having jurisdiction (AHJ) and compliance with the Americans with Disabilities Act (ADA))
- Paper studies or research projects (e.g., a study which assess the cost and feasibility of electric vehicle charging station installations in certain areas)

## C. Match Funding Requirements

### 1. Total Match Share Requirement

Applications must include a minimum 25 percent total match share for a project that proposes to install any DCFCs.

All other projects do not have a match share requirement.

“Match funding” or “match share” means cash or in-kind (non-cash) contributions provided by the Applicant/Recipient, subcontractors, or other parties that will be used in performance of the proposed project. Match share percentage is calculated by dividing the total match share contributions by the total allowable project cost. “Total allowable project cost” is the sum of the CEC’s reimbursable

share and Recipient's match share of the project costs. Match share expenditures have the following requirements:

- a. At a minimum, total match share must conform to the "Cash Match Share Requirement" contained in this solicitation.
- b. All match share expenditures must conform to the terms and conditions of this solicitation and the resulting agreement (see Attachment 9).
- c. Applicants must disclose the source and provide verification and documentation for the match share funding committed to the project. (For any match share committed by a third party (i.e., other than match share committed by the Applicant), Applicants are encouraged to submit a letter from each match share partner identifying the source(s) and availability of match funding.)
- d. During the term of the agreement, Recipients will be required to document and verify all match share expenditures through invoices submitted to CEC.
- e. Match share funding may be in the form of cash or in-kind contributions such as donated labor hours, equipment, facilities, and other property.
- f. Equipment, facilities, and property may count as match funds as long as the value of the contribution is based on documented market values or book values, prorated for its use in the project, and depreciated or amortized over the term of the project using generally accepted accounting principles (GAAP).
- g. Match share expenditures (cash and/or in-kind) must be documented, reasonable, allowable, and allocable to the project as determined by CEC.
- h. Match share expenditures are allowable under an agreement only if they are incurred after CEC notifies the applicant that its project has been proposed for an award through the release of a Notice of Proposed Awards (NOPA). Match expenditures incurred prior to the approval and execution of an agreement are made at the applicant's own risk. CEC is not liable for Applicant's match share costs if the grant is not approved, if approval is delayed, or if the match share expenditure is not allowable under the terms and conditions of the grant or this solicitation. Please note that non-match expenditures incurred prior to agreement execution are not reimbursable from CEC funds.

2. **Cash Match Share Requirement**

Applications must include a minimum 50 percent **cash** match share. This means that 50 percent of the total match must be cash match.

Cash match means the net of any funds actually expended by the applicant for the project. Net means after any sort of discount or rebate is applied.

Expenditures for applicant's compensated labor hours, including allowable fringe benefit and overhead rates, travel, materials, supplies, equipment, subcontractor costs, and other miscellaneous expenditures may be claimed as cash match if the expenditures are included in the approved agreement budget, paid in full with funding sources other than grant funds, and supported with appropriate

documentation, including proof of payment. For indirect overhead, backup documentation, such as a cost allocation plan based on actual expenditures incurred and paid, is required. Cost allocations must be reasonable and allocable to the proposed project.

3. **In-Kind Match Share**

The balance of the total match share requirement beyond the cash match share requirement (if any) may be met through in-kind match share contributions. In-kind match share contributions are: 1) non-cash contributions provided by the applicant; 2) cash or non-cash contributions provided by a subcontractor; and 3) cash or non-cash contributions provided by other third parties. Applicant in-kind match share can be in the form of volunteer labor, real property, existing equipment, existing supplies, services provided by a third-party or subcontract, and other expendable property. The value of in-kind match is based on the fair market value of the goods and services provided at the time it is claimed as match. In-kind match share must be included in the approved agreement budget and supported with appropriate documentation. Cost allocations must be reasonable and allocable to the proposed project.

4. **Match Share Restrictions**

- a. **Other Sources of CEC Funding** – Other sources of CEC funding may not be used as match share.
- b. **Property Not Owned by the Applicant** – Donated property may be claimed as match based on the fair market value of renting or leasing the property. Fair market value is based on rental costs of comparable property (if any), market conditions in the area, alternatives available and the type, life expectancy, condition, and value of the property.
- c. **Existing Property Owned by the Recipient** – Applicants may use the property's depreciation expense as a method to allocate the value of the property to the project. Valuation will need to be documented to support the initial acquisition costs as well as the method of depreciation.
- d. **Valuation of Land** – Land cannot be depreciated. If the value of land is claimed as match, the applicant must provide documentation to support a fair market value for the use of the land (i.e., rent or lease cost) for the time period it is used. Appraised value of land cannot be used since this represents the full value of the land if it is sold which includes value beyond the term of the proposed project.
- e. **Property Owned by a Related Party** – Related parties are individuals or other entities that are able to control or substantially influence the actions of the applicant and includes spouses, board members, family members of principals or employees of the applicant as well as property owned by principals/employees of the applicant. Because agreements between related parties are “less than arms-length” transactions, applicants must disclose to CEC the relationship and be able to support the fair market value of property that is claimed as match.

If CEC funds are used to reimburse lease/rental payments for property owned by a related party, the applicant can only claim the **lesser** of fair market value or actual lease payments, regardless of lease agreement terms.

- f. **Prorated Value of Property** – The allowable claimed value of property must be prorated based on the percentage the property is used for the proposed project. For example, if only half of a building is being used for the proposed project, then only 50% of the monthly fair market value of the entire building can be claimed as match while the building is being used for the project.
- g. **Documentation** – If selected for an award under this agreement, all claimed match share expenditures must be adequately documented to CEC during the agreement invoicing process which may include, but is not limited to: the fair market value of existing property, methodology to allocate existing property on a prorated basis, lease agreements, and other appropriate documentation.

#### D. **Unallowable Costs (Reimbursable or Match Share)**

For an item of cost to be allowable, it must be included in the approved agreement budget and allowable per the terms and conditions of the resulting agreement. The following are examples of unallowable costs under an agreement resulting from this solicitation. This list is not comprehensive and additional items of cost may be unallowable in accordance with the terms and conditions.

1. **Forgone Profit** – For example, if a company usually charges 10% profit but only charges 4% to CEC. The unclaimed difference is not an allowable item of cost.
2. **Forgone Rent** – For example, rents that are not paid is not an allowable item of reimbursable cost.
3. **Discounted or Refunded Equipment Costs** – For example, a claim that equipment costs \$10,000 but recipient only pays \$6,000 due to some “special” discount. The difference of \$4,000 is not an allowable match share expense. Another example is if the recipient actually pays \$10,000 but the vendor refunds \$4,000 – only the net \$6,000 is an allowable item of cost.
4. **Forgone Salary, Fringe, Indirect or Other Types of Cost** – For example, a person normally charges or is paid \$100 per hour, but will only charge \$50 per hour towards the CEC award. Only actual costs incurred and paid to the employee are allowable. Therefore, if an employee is **actually** paid \$100 per hour and CEC only reimburses at \$40 per hour, then the unreimbursed \$60 per hour is an allowable match share cost because this is an actual payment as opposed to a foregone salary amount. Volunteer labor (i.e., labor from a person who does not receive any compensation for their labor) may be an allowable in-kind match share expense if the value of the labor is reasonable and justified.

### **III. Application Format, Required Documents, and Delivery**

#### **A. Required Format for an Application**

This section contains the format requirements and instructions on how to submit an application. The format is prescribed to assist the applicant in meeting State requirements and to enable CEC to evaluate each application uniformly and fairly. Applicants must follow all application format instructions, answer all questions, and supply all requested data.

All applications submitted under this solicitation must be typed or printed using a standard 12-point font, single-spaced and a blank line between paragraphs. Pages must be numbered and sections titled and printed back-to-back.

#### **B. Method for Delivery**

The method of delivery for this solicitation is the [CEC's Grant Solicitation System](https://gss.energy.ca.gov) (GSS), available at <https://gss.energy.ca.gov>. This online tool allows applicants to submit their electronic documents to CEC prior to the date and time specified in this solicitation. Electronic files must be in Microsoft Word and Excel Office Suite formats unless originally provided in the solicitation in another format. Completed Proposal Budget Template, Attachment 5, must be in Excel format.

The deadline to submit grant applications through the CEC's GSS is 11:59 p.m. The GSS system automatically closes at 11:59 pm. If the full submittal process has not been completed before 11:59 p.m., your application will not be considered. NO EXCEPTIONS will be entertained.

The CEC strongly encourages Applicants to upload and submit all applications by 5:00 p.m. because CEC staff will not be available after 5:00 p.m. or on weekends to assist with the upload process. And please note that while we endeavor to assist all would-be applicants, we can't guarantee staff will be available for in-person consultation on the due date, so please plan accordingly.

Please give yourself ample time to complete all steps of the submission process: do not wait until right before the deadline to begin the process. Due to factors outside the CEC's control and unrelated to the GSS system, upload times may be much longer than expected. For example, some past applicants experienced unexpected issues on their end, causing long delays that prevented timely submission. They spent significant time and resources on applications the CEC will not consider. Please plan accordingly. For instructions on how to apply using the GSS system, please see the [How to Apply document](#) available on the CEC website at: <https://www.energy.ca.gov/media/1654>.

First time users must register as a new user to access the system. Applicants will receive a confirmation email after all required documents have been successfully uploaded. A tutorial of the system will be provided at the pre-application workshops and you may contact the Commission Agreement Officer identified in the Questions section of the solicitation for more assistance.

#### **C. Page Limitations**

The number of pages for each Application is limited to 25. Application form, resumes, scope of work, schedule of products and due dates, proposal budget, contact list, letters of support/commitment, CEQA worksheet, Localized Health Impacts Information forms, past performance reference forms, and the Operation and Maintenance Plan do not count towards this page limitation. The number of pages for the Operation and Maintenance Plan is limited to 10.

#### **D. Application Organization**

The table below describes the order in which the application documents must be submitted. All items listed below are required as part of the application package. Failure to provide any attachments may result in disqualification of the application. Attachment requirements are expanded and explained below in this section. The items that have



“N/A” reflected in the “Attachment Number” column are required to be submitted as part of the application package, but do not have an associated attachment provided in the solicitation package.

Item	Attachment Number (if applicable)
Application Form	Attachment 1
Project Narrative	N/A
Scope of Work	Attachment 2
Schedule of Products and Due Dates	Attachment 4
Proposal Budget	Attachment 5
Resumes	N/A
Contact List	Attachment 6
Letters of Support/Commitment	N/A
CEQA Worksheet	Attachment 7
Localized Health Impacts Information Form	Attachment 8
Past Performance Reference Form(s)	Attachment 10
Operation and Maintenance Plan	N/A

1. **Application Form**

Applicants must include a completed Application Form shown in Attachment 1. All applicants must authorize CEC to make any inquiries necessary to verify the information presented in the application. Further, all applicants must authorize CEC to obtain a credit report on the applicant’s organization.

All applicants must certify under penalty of perjury under the laws of the State of California that:

- The application does not contain any confidential or proprietary information.
- All information in the application is correct and complete to the best of the applicant’s knowledge.
- The applicant has read and understands the terms and conditions and will accept them without negotiation if awarded.
- The applicant has received any required licenses (such as copyrights or trademarks) applicable to the submitted application.
- The person electronically submitting the application through the Grant Solicitation System is an authorized representative of the applicant. For applicants providing a hard copy submittal, the person signing the application is an authorized representative of the applicant.

***For applicants using the electronic submission through the Grant Solicitation System***, checking the “I Agree” box and clicking the “I Agree & Submit” button provides the required authorizations and certifications.

The CEC **may** have waived the requirement for a signature on application materials for this solicitation. If a notice regarding the CEC’s waiver of the signature requirement appears on the [CEC’s solicitation information website](https://www.energy.ca.gov/funding-opportunities/solicitations): <https://www.energy.ca.gov/funding-opportunities/solicitations>, the waiver applies to this solicitation. In the event of a conflict between the notice and any language in this solicitation regarding signatures, the notice will govern.

2. **Project Narrative**

The Project Narrative must include a table of contents (which will not count towards the page limitations, if any) and a detailed description of the proposed project, its operational goals and objectives, and an explanation of how these will be implemented through the tasks described in the Scope of Work.

Applicants must address each of the scoring criteria described in this solicitation by providing sufficient, unambiguous detail so that the evaluation team will be able to evaluate the application against each scoring criterion.

Project Narratives must respond directly to each criterion with the headings as titled below, and must include the following information:

a. **Project Implementation**

- 1) Describe the business and technology model of EV charger deployment to serve MFH residents that the project will demonstrate and test. Include project information including the number of residential units to be served, the project area, the targeted type and number of MFH properties (size and age of buildings, location of parking, urban/suburban/rural settings), if EV charging deployment will be onsite or offsite of MFH properties, and level and type of charging equipment.

Clearly describe how many MFH units (100 or greater) the chargers will support and include all calculations.

- 2) Explain the data collection and quantitative methods the project team will use to evaluate success of the business and technology model demonstrated, including how the project team will track charger usage by MFH residents.
- 3) Explain how the demonstrated business and technology model of EV charger deployment for MFH residents will be replicable or may be further expanded.
- 4) Describe how the cost to charge will be determined and who will incur those costs during the term of the project and after, and any methods that will be used to keep charging costs low and reasonable for MFH residents. Include all assumptions and calculations.
- 5) Explain the chosen payment scheme(s) / forms of payment accepted and how that is most appropriate for the targeted MFH residents.
- 6) Describe the proposed charging equipment and any equipment features to deter or prevent vandalism and minimize downtime.
- 7) Describe how user and vehicle safety will be ensured, particularly for offsite deployments. Include description of lighting and any other safety or security features.

b. **Project Location and Benefits**

- 1) Describe how the project will install chargers that are conveniently accessible and easy for MFH residents to use (e.g., always available, or easy to reserve; minimal need to move vehicle for charging).



If proposing offsite chargers, explain how chargers will serve or be dedicated to residents of specific, identified MFHs, and how their access will be ensured.

If proposing low-power chargers, explain how the chargers will provide enough charge for residents' travel needs and identify solutions for residents who need faster charging or longer-distance travel.

- 2) Describe how the project will provide MFH residents with certainty that a charger will be available to them when they need it.
- 3) Explain how the demonstrated business and technology model for EV charger deployment will be cost effective for MFH property owners and residents and what metrics the project team will use to demonstrate cost effectiveness.
- 4) Describe the project plan to meet or exceed the requirement that 50% of chargers be installed within disadvantaged communities or low-income communities as defined in Section II.B.3 of this solicitation. Include how the project will identify, measure, and maximize project benefits to these communities.
- 5) Describe how the proposed project will serve residents of affordable housing. Affordable is defined for the purposes of this solicitation as having rent or mortgage payment that is no more than 30% of the monthly household income for a "Low Income" Household per the [State Income Limits for 2021](https://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits/docs/income-limits-2021.pdf) at <https://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits/docs/income-limits-2021.pdf>. In general, most low-income limits represent the higher level of: (1) 80 percent of median family income (MFI) or, (2) 80 percent of state non-metropolitan median family income.
- 6) Estimate the greenhouse gas (GHG) emissions in terms of grams of CO<sub>2</sub> equivalent that will be avoided if the project is implemented. Provide all assumptions. Calculate the benefit-cost score, defined as the ratio of grams of CO<sub>2</sub> equivalent reduction per dollar of CEC investment for the proposed project term and five years of operation.

**c. Project Readiness**

- 1) Describe the project's schedule for completion of main tasks and how the project can achieve expedited delivery.
- 2) Describe the state of project readiness. For example, explain if site availability and control is established for any properties. Describe any preliminary site analysis and design and the level of completion. If specific MFHs are not yet identified, explain the methodology and plan for identifying and selecting the appropriate sites for EV charger installation.
- 3) Summarize and describe all support, commitments, or interest obtained from site hosts, residents, project partners, utilities, and interested stakeholders. Support letters should be attached separately, per Section III.D.8.

- 4) Describe the risks, barriers, and limitations to successful project completion, and provide specific steps the project team will use to address and mitigate them, as well as how success will be measured.

d. **Team Experience and Qualifications**

- 1) Describe the qualifications, experience, capabilities, and credentials of the key team members on completing similar or comparable EV charger projects.
- 2) Describe the collaborations with local planning agencies, community-based organizations, utilities, site hosts, MFH residents, or other stakeholders that the project team will employ in the project to ensure success.
- 3) Describe team members' past experience in establishing site control, obtaining equipment and materials, performing community outreach, and deploying resources to expedite project completion.
- 4) Provide any additional information related to the Past Performance Reference forms, if desired.

e. **Project Budget**

- 1) Explain how the proposal budget is justifiable and reasonable relative to the project goals, objectives, and tasks defined in the scope of work.
- 2) Describe in detail how CEC funds will be used to implement the project and why CEC funds are needed.
- 3) Explain how the costs for engagement and outreach (maximum 10% of overall project costs) were budgeted and how they will benefit the project.
- 4) Describe how the project will minimize reimbursable administrative and overhead costs.
- 5) Describe match funding sources and commitments, if applicable.

f. **Sustainability and Innovation**

- 1) Provide a detailed description of the engagement and outreach strategies the project team will use to identify MFH and offsite site hosts and to increase PEV adoption and EV charger use by the MFH residents.
- 2) Describe any innovative or advanced payment mechanisms, such as ISO 15118 Plug-and-Charge or payment through mobile apps.
- 3) Describe how the proposed project will minimize grid upgrades, enhance grid reliability, enable load management, or otherwise promote sustainability and innovation.

- 4) Describe how the project will ensure equitable access to chargers by MFH residents, prevent resident displacement, and capture community feedback.

3. **Scope of Work**

Applicants must include a completed Scope of Work utilizing the template contained in Attachment 2. Instructions for completing the Scope of Work as well as a sample are included in Attachment 3. The description of activities proposed in the Project Narrative must conform to the Tasks described in the Scope of Work. Electronic files for the Scope of Work must be in MS Word.

Applicants must present a comprehensive and credible scope of work which includes (presented in a logical manner) comprehensive and sequential tasks, products resulting from the individual tasks, and how the tasks are related to or are dependent on each other.

4. **Schedule of Products and Due Dates**

Applicants must include a completed Schedule of Products and Due Dates (Attachment 4). All work must be scheduled for completion by no later than **June 30, 2025**, to allow timely processing of final invoices before the liquidation date of the funds. Instructions for the Schedule of Products and Due Dates are included in Attachment 4. Electronic files for the Schedule of Products and Due Dates must be in MS Excel.

5. **Proposal Budget**

- a. The Applicant must submit information on all tabs of the budget forms. The salaries, rates, and other costs entered must reflect the salaries, rates, and other costs the Applicant would include if selected as a grant recipient. A separate set of complete budget forms is required for the Applicant and for each subaward containing \$100,000 or more of CEC funds.
- b. Detailed instructions for completing these forms are included at the beginning of Attachment 5.
- c. Rates and job descriptions shown must reflect rates and job descriptions charged under an agreement resulting from this solicitation. The salaries, rates, and other costs entered on these forms become a part of the final agreement. The entire term of the agreement and projected rate increases must be considered when preparing the budget. Unless a federally-approved indirect rate is used, indirect rates proposed are considered capped and shall not change during the term of the agreement. The grant recipient shall only be reimbursed for their actual rates up to the indirect rate cap. A description of available indirect rate options is available on the [ECAMS Resources webpage](#) under Budget Category Guidance for indirect rates. Unlike indirect rates, the rates for Direct Labor and Fringe Benefits are treated as estimates; a grant recipient can invoice at higher rates as long as it is only invoicing for actual expenditures it has made. The hourly or monthly rates provided shall be unloaded (before fringe benefits or indirect costs).
- d. The information provided in these forms will not be kept confidential.
- e. All reimbursable expenditures must be expended within the approved term of the grant agreement. Expenditures may be counted as match

share only after CEC notifies the Applicant that its project has been proposed for an award through the release of a Notice of Proposed Awards (NOPA). However, match expenditures incurred after release of the NOPA but prior to the execution of a grant agreement are made solely at the Applicant's own risk.

- f. Applicants must budget for the expenses of a Kick-off Meeting, at least one (1) Critical Project Review meeting, and a Final meeting. Meetings may be conducted at the CEC or by conference call, as determined by the CAM.
- g. Applicants must budget for permits, insurance, etc. CEC will not reimburse expenditures for permitting or insurance. However, these expenditures can be included as match share expenditure.
- h. Applicants must budget for the preparation and submission of quarterly progress reports during the term of the agreement, and a Final Report. Instructions for preparing the Final Report will be provided to Applicants that are proposed for funding.
- i. The purchase of equipment (defined as items with a unit cost greater than \$5,000 and a useful life of greater than one year) with CEC funds will require disposition of purchased equipment at the end of the project. Typically, grant recipients may continue to utilize equipment purchased with CEC funds as long as the use is consistent with the intent of the original agreement. There are no disposition requirements for equipment purchased with match share funding.
- j. The Budget must reflect estimates for actual costs to be incurred during the approved term of the agreement. CEC can only approve and reimburse for actual costs that are properly documented in accordance with the grant agreement terms and conditions.
- k. Applicants shall NOT budget for, and CANNOT be reimbursed for, more than their actual allowable expenses (i.e., the budget cannot include profit, fees, or markups) under the agreement. Subrecipients (all tiers) are allowed to include up to a maximum total of 10% profit, fees or mark-ups on their own actual allowable expenses less any expenses budgeted to sub-subrecipients (i.e., profit, fees and markups are not allowed on lower tier subrecipient expenses). For example, if a subrecipient has \$100,000 in actual allowable costs but has budgeted \$20,000 to a sub-subrecipient, then the subrecipient can only include up to 10% profit on \$80,000 (\$100,000 minus \$20,000). See terms and conditions for additional restrictions and requirements.
- l. **IMPORTANT - Payment of Prevailing Wage:** Applicants must read and pay particular attention to the terms and conditions section related to Public Works and payment of Prevailing Wages. Prevailing wage rates can be significantly higher than non-prevailing wage rates. Failure to pay legally-required prevailing wage rates can result in substantial damages and financial penalties, termination of the grant agreement, disruption of projects, and other complications.

6. **Resumes**  
Applicants must include resumes for key personnel identified in the proposal. Resumes are limited to a maximum of 2 pages each.
7. **Contact List**  
Applicants must include a completed Contact List (Attachment 6) by including the appropriate points of contact for the Applicant. CEC will complete the CEC points of contact during agreement development.
8. **Letters of Support/Commitment**  
Applicants must include appropriate letters of support/commitment. Letters must include sufficient contact information so CEC is able to efficiently contact the letter writer, as necessary. Letters must be limited to 2 pages each.
  - a. **Key Project Partners (if applicable):** Key project partners identified in the application must provide letters demonstrating their commitment to the proposed project and their ability to fulfill their identified roles.
  - b. **Third-party Match Share Contributors (if applicable):** Any third-party match share contributors must identify the intended amount of match, the funding source(s), and state that the match share contributor will provide the identified match funding. Letters of commitment from third party match share contributors must contain a telephone number to allow CEC to contact the match share partner or representative to confirm their authority to commit matching funds to the proposed project.
  - c. **Letters of Support (optional):** Applicants are encouraged to submit letter(s) of support that substantiate the estimated demand and/or the potential benefits of the proposed project. Third-party letters of support can be provided by, but are not limited to: air districts, state or federal agencies, local safety officials, potential users of the proposed project, and any other relevant organizations.
9. **CEQA Worksheet**  
Applicants must include a completed CEQA Worksheet (Attachment 7). CEC requires this information to assist it in making its own determination under the California Environmental Quality Act (Public Resources Code Section §§ 21000 et seq).  
Applicants must complete the detailed CEQA Worksheet and submit it with their application. This worksheet will help applicants and CEC to determine CEQA compliance obligations by identifying which projects may require more extensive CEQA review. Failure to complete the worksheet may lead to disqualification of the proposal.  
Applicants are encouraged to provide documentation of communication with the local lead agency, if one exists (e.g., a county or city). Documentation such as a completed notice of exemption, a letter from the local agency acknowledging their role in the CEQA process, or a permit application to the lead agency that is stamped as received. If no CEQA review would be required by the local lead agency, provide documentation (letter or email) from the local agency explaining why not.
10. **Localized Health Impacts Information Form**  
Applicants must complete and submit a Localized Health Impacts Information Form (Attachment 8). CEC requires this information to assist in developing and publishing a localized health impact report.

11. **Past Performance Reference Form(s)**

Applicants must complete and submit a separate Past Performance Reference Form (Attachment 10) for each CEC agreement (e.g., contract, grant, or loan) received by the Applicant in the last 10 years and the 5 most recent agreements with other public agencies within the past 10 years.
12. **Operation and Maintenance Plan**

Applicants must submit an Operation and Maintenance Plan detailing operation and maintenance of charging equipment for at least five years after commissioning. The Plan should address, but is not limited to, customer service, site host training, and process and timelines for upkeep and different types of repairs to maximize uptime. The Applicant must propose a plan to demonstrate that the equipment will be operational at least 97 percent of the time based on the hours of operation.

The Operation and Maintenance Plan must explain how the customer service project requirements will be met (see Section II.B.9). The Plan must also identify who will be responsible for payment of all operating costs, including but not limited to payment of leases, rents, royalties, licenses, fees, taxes, revenue sharing, utilities, and electric power supply for the charging equipment and supporting elements, such as area lighting. The plan should explain the period of time of responsibility, for example, that the Applicant will be responsible for operating costs during the term of the CEC agreement but the MFH owner will assume responsibility after the CEC agreement term.

The Operation and Maintenance Plan must address who will be responsible for ensuring the maintenance of the charging station pedestals, and all ancillary equipment, including but not limited to any awnings, canopies, shelters and information display kiosks or signage associated with the charging station. “Maintain,” as used in this solicitation means “to provide all needed repairs or desired and approved alteration, as well as to clean the equipment and keep it safe, clean, and presentable.” The CEC expects most types of malfunctions and repairs to be addressed within 48 hours of the initial notice, and the Plan should explain how this repair time will be achieved. For significant or complex issues leading to downtime (such as vandalism), the equipment should be repaired in 2 – 5 days.

## IV. Evaluation Process and Criteria

### A. Application Evaluation

This section explains how the applications will be evaluated.

Applications will be evaluated and scored based on the responses to the information requested in this solicitation. The entire evaluation process from receipt of applications to posting of the Notice of Proposed Award is confidential.

To evaluate all applications, CEC will organize an Evaluation Committee. The Evaluation Committee may consist of CEC staff or staff of other California state entities.

#### 1. Screening Criteria

The Contracts, Grants and Loans Office will screen applications for compliance with the Administrative Screening Criteria. The Evaluation Committee will screen applications for compliance with the Technical Screening criteria. Applications that fail any of the Administrative or Technical Screening Criteria shall be disqualified and eliminated from further evaluation.

#### 2. Administrative Screening Criteria

<b>ADMINISTRATIVE SCREENING CRITERIA</b> <i>The Application must pass ALL administrative screening criteria.</i>	<b>Pass/Fail</b>
1. The application is received by CEC’s Contracts, Grants, and Loans Office by the due date and time specified in the “Key Activities Schedule” in Section I of this solicitation.	<input type="checkbox"/> Pass <input type="checkbox"/> Fail
2. The applicant provides the required authorizations and certifications.	<input type="checkbox"/> Pass <input type="checkbox"/> Fail
3. The applicant has not included a statement that is contrary to the required authorizations and certifications.	<input type="checkbox"/> Pass <input type="checkbox"/> Fail

#### 3. Technical Screening Criteria

- a. The applicant is an eligible applicant.
- b. The project is an eligible project.
- c. The project meets the minimum match share requirement, if any.
- d. The applicant passes the past performance screening criterion.

#### 4. Applicant’s Past Performance Screening Criterion (Pass/Fail)

An applicant may be disqualified under this solicitation due to severe performance issues under one or more prior or active Energy Commission agreement(s) within the last 10 years. An applicant is defined as at least one of the following: the business, principal investigator, or lead individual acting on behalf of themselves—received funds from the Energy Commission (e.g., contract, grant, or loan) and entered into an agreement(s) with the Commission. Any applicant that does not have an active or prior agreement equates to no severe performance issues and therefore would pass this screening criteria.

Severe performance issues are characterized by significant negative outcomes under an agreement and may include:

- Agreement was terminated with cause.



- CEC filed litigation against the applicant.
- Severe audit findings are not resolved to CEC's satisfaction. Severe audit findings may include but not limited to: incomplete or unsatisfactory deliverables; grant funds used inappropriately (i.e., other than as represented); or questioned costs.
- Project objectives were not met and were caused by factors that are, or should have been, within the Recipient's control.
- Significant delays in project completion resulting in delayed benefits for California. Project completion delays of one year or more from the originally proposed project schedule and caused by factors within the Recipient's control may be considered significant.
- Deliverables were not submitted to the CEC or were of poor quality. For example, Recipient delivers poorly written reports that required significant rework by staff prior to acceptance or publication.
- Demonstrated and documented poor or delayed communication when significant issues or setbacks were experienced that materially and negatively impacted the project. For example, delays in informing the CEC when the Recipient experiences loss of a key project partner or site control may be considered significant.

**5. Grounds to Reject an Application**

In addition to the Screening Criteria identified within this solicitation, CEC reserves the right to reject an application and/or cancel an award if at any time during the application or agreement process the following circumstances are discovered:

- a. The application contains false or intentionally misleading statements or references which do not support an attribute or condition contended by the applicant.
- b. The application is intended to erroneously and fallaciously mislead the State in its evaluation of the application and the attribute, condition, or capability is a requirement of this solicitation.
- c. The application does not literally comply or contains caveats that conflict with the solicitation and the variation or deviation is material or it is otherwise non-responsive.

**6. Technical Evaluation**

Applications passing all screening criteria will be submitted to the Evaluation Committee to review and score based on the Evaluation Criteria in this solicitation.

The Evaluation Committee reserves the right to schedule a clarification interview with an applicant that will either be held by telephone or in person at CEC for the purpose of clarification and verification of information provided in the application. However, these interviews may not be used to change or add to the contents of the original application. Applicants will not be reimbursed for time spent answering clarifying questions.



The total score for each application will be the average of the combined scores of all Evaluation Committee members. A minimum score of 70 percent is required for the application to be eligible for funding.

CEC will recommend awards as specified in Section I.E. until available funding under this solicitation has been exhausted.

**B. Notice of Proposed Awards**

The results of the evaluation will be posted in a Notice of Proposed Awards (NOPA) and will include the recommended funding level and the rank order of applicants per the process for determining awards specified in Section I.E. CEC will publish the NOPA on the CEC’s website and email the NOPA to all parties that submitted an application.

**C. Debriefings**

Unsuccessful applicants may request a debriefing after the release of the NOPA. A request for debriefing should be received no later than 15 days after the NOPA is released.

**D. Scoring Scale**

Using this Scoring Scale, the Evaluation Committee will give a score for each criterion described in the Evaluation Criteria.

<b>% of Possible Points</b>	<b>Interpretation</b>	<b>Explanation for Percentage Points</b>
0%	Not Responsive	Response does not include or fails to address the requirements being scored. The omission(s), flaw(s), or defect(s) are significant and unacceptable.
10-30%	Minimally Responsive	Response minimally addresses the requirements being scored. The omission(s), flaw(s), or defect(s) are significant and unacceptable.
40-60%	Inadequate	Response addresses the requirements being scored, but there are one or more omissions, flaws, or defects or the requirements are addressed in such a limited way that it results in a low degree of confidence in the proposed solution.
70%	Adequate	Response adequately addresses the requirements being scored. Any omission(s), flaw(s), or defect(s) are inconsequential and acceptable.
75%	Between Adequate and Good	Response better than adequately addresses the requirements being scored. Any omission(s), flaw(s), or defect(s) are inconsequential and acceptable.
80%	Good	Response fully addresses the requirements being scored with a good degree of confidence in the applicant’s response or proposed solution. No identified omission(s), flaw(s), or defect(s). Any identified weaknesses are minimal, inconsequential, and acceptable.
85%	Between Good and Excellent	Response fully addresses the requirements being scored with a better than good degree of confidence in the applicant’s response or proposed solution. No identified omission(s), flaw(s), or defect(s). Any identified

<b>% of Possible Points</b>	<b>Interpretation</b>	<b>Explanation for Percentage Points</b>
		weaknesses are minimal, inconsequential, and acceptable.
90%	Excellent	Response fully addresses the requirements being scored with a high degree of confidence in the applicant's response or proposed solution. Applicant offers one or more enhancing features, methods or approaches exceeding basic expectations.
95%	Between Excellent and Exceptional	Response fully addresses the requirements being scored with a better than excellent degree of confidence in the applicant's response or proposed solution. Applicant offers one or more enhancing features, methods or approaches exceeding basic expectations.
100%	Exceptional	All requirements are addressed with the highest degree of confidence in the applicant's response or proposed solution. The response exceeds the requirements in providing multiple enhancing features, a creative approach, or an exceptional solution.

**E. Evaluation Criteria**

<b>Criterion</b>	<b>Possible Points</b>
<p><b>1. Project Implementation</b> Applications will be evaluated on the degree to which:</p> <ul style="list-style-type: none"> <li>• The project will demonstrate a clearly defined business and technology model of EV charger deployment to specifically serve MFH residents.</li> <li>• The project will provide conveniently accessible charging to more than the minimum of 100 MFH residential units.</li> <li>• Data collection and analysis will effectively and quantifiably evaluate the business and technology model and track charger usage by MFH residents.</li> <li>• The proposed business and technology model of EV charger deployment will be replicable or may be further expanded.</li> <li>• The cost to charge will be minimized and reasonable for the residents of identified MFH.</li> <li>• Payment schemes are appropriate for the targeted MFH residents.</li> <li>• The proposed charging equipment has features to deter or prevent vandalism, or any other features to reduce potential downtime.</li> <li>• Project lighting will effectively illuminate charging area and the project will result in safe charging environments.</li> <li>• The applicant proposes clear, detailed, and convincing strategies in the Operation and Maintenance Plan to ensure 97% charger uptime and customer satisfaction.</li> </ul>	35

Criterion	Possible Points
<p><b>2. Project Location and Benefits</b> Applications will be evaluated on the degree to which:</p> <ul style="list-style-type: none"> <li>• The project will install chargers that are conveniently accessible and easy for residents of specific MFH to use.</li> <li>• The project will provide MFH residents with certainty that a charger will be available to them when they need it.</li> <li>• The demonstrated business and technology model for EV charger deployment will be cost effective for MFH property owners and residents and will measure cost effectiveness.</li> <li>• The project will exceed the required minimum of 50% of chargers installed in disadvantaged communities or low-income communities and maximize project benefits to these communities.</li> <li>• Chargers will be accessible to residents of affordable housing units.</li> <li>• The proposed project results in high benefit-cost score defined as the ratio of grams of CO<sub>2</sub> equivalent reduction per dollar of CEC investment for the proposed project term and five years of operation.</li> </ul>	20
<p><b>3. Project Readiness</b> Applications will be evaluated on the degree to which:</p> <ul style="list-style-type: none"> <li>• Milestones and completion dates are reasonable and expedited.</li> <li>• The project is ready for deployment.</li> <li>• Letters from site hosts, residents, project partners, utilities, or other stakeholders indicate strong levels of support or commitment for the proposed project.</li> <li>• The risks, barriers, and limitations that are critical for project success are identified and mitigated.</li> </ul>	15
<p><b>4. Team Experience and Qualifications</b> Applications will be evaluated on the degree to which:</p> <ul style="list-style-type: none"> <li>• The qualifications, experience, capabilities, and credentials of the key team members are suitable to the tasks described in the proposed Scope of Work and will lead to the successful completion of the project.</li> <li>• The proposed project incorporates collaborations with local planning agencies, community-based organizations, utilities, site hosts, or others that will lead to the successful completion of the project.</li> <li>• The applicant and team have demonstrated the ability to establish site control, obtain equipment and materials, do community outreach, and deploy resources to expedite project completion.</li> <li>• Past performance on prior CEC awards or other public projects has been timely and exceptional.</li> </ul>	15

Criterion	Possible Points
<p><b>5. Project Budget</b> Applications will be evaluated on the degree to which:</p> <ul style="list-style-type: none"> <li>• The proposal budget is justifiable and reasonable relative to the project goals, objectives, and tasks defined in the scope of work.</li> <li>• CEC funds are needed for the project.</li> <li>• Costs of engagement and outreach support successful project completion.</li> <li>• The proposed project minimizes administrative and overhead costs for reimbursement.</li> <li>• The proposed match funding commitments are documented and verifiable.</li> </ul>	10
<p><b>6. Sustainability and Innovation</b> Applications will be evaluated on the degree to which:</p> <ul style="list-style-type: none"> <li>• The project will effectively implement engagement and outreach strategies to recruit property owners and increase PEV adoption and EV charger use by MFH residents.</li> <li>• The project will use innovative payment mechanisms.</li> <li>• The proposed project promotes sustainability and innovation, e.g., minimizes grid upgrades, enhances grid reliability, or enables load management.</li> <li>• The project ensures equitable access to chargers, prevents resident displacement, and captures community feedback.</li> </ul>	5
<b>Total Possible Points</b>	100
<b>Minimum Passing Score (70%)</b>	70

**F. Tie Breakers**

If the score for two or more applications are tied, the application with a higher score in the Project Implementation and Readiness criterion will be ranked higher. If still tied, the application with a higher score in the Project Location criterion will be ranked higher. If still tied, an objective tie-breaker (such as a random drawing) will be utilized.

## V. Administration

### A. Definition of Key Words

Important definitions for this solicitation are presented below:

Word/Term	Definition
Affordable Housing Unit	For the purposes of this solicitation, a housing unit is affordable if it has a rent or mortgage payment that is no more than 30% of the monthly household income for a “Low Income” Household per the <a href="https://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits/docs/income-limits-2021.pdf">State Income Limits for 2021</a> at <a href="https://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits/docs/income-limits-2021.pdf">https://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits/docs/income-limits-2021.pdf</a> . In general, most low-income limits represent the higher level of: (1) 80 percent of median family income (MFI) or, (2) 80 percent of state non-metropolitan median family income.
Applicant	Respondent to this solicitation
Application	Formal written response to this document from applicant
Awardee	An applicant awarded a grant under this solicitation
CAM	Commission Agreement Manager
CAO	Commission Agreement Officer
CEC	California Energy Commission
CHAdEMO	A connector standard for fast charging of electric vehicles that can provide up to 62.5 kilowatts of power.
Combined Charging System (CCS)	A connector standard for fast charging of electric vehicles that can provide up to 350 kilowatts of power.
Direct Current Fast Charger (DCFC)	Electric vehicle charging at 200 to 600 volts
Disadvantaged Community	Community disproportionately burdened by multiple sources of pollution and with population characteristics that make them more sensitive to pollution. Disadvantaged communities are census tracts that score within the top 25th percentile of California Environmental Protection Agency CalEnviroScreen 4.0 scores and include areas of high pollution and low population, such as ports.
Electric Vehicle Infrastructure Training Program (EVITP)	The Electric Vehicle Infrastructure Training Program provides training and certification for electricians installing electric vehicle supply equipment (EVSE).
Electric Vehicle Supply Equipment (EVSE)/Charger	Equipment designed to supply power to EVs.
GAAP	Generally Accepted Accounting Principles
GFO	Grant Funding Opportunity
GHG	Greenhouse gas
Level 1 Charging	Electric vehicle charging at 110/120 volts
Level 2 Charging	Electric vehicle charging at 208/240 volts
Low-income Community	Census tracts with median household incomes at or below 80 percent of the statewide median income or with median household incomes at or below the threshold designated as low income by the Department of Housing and Community Development’s list of state income limits adopted under Section 50093. (Definition from AB 1550, Gomez, Chapter 369, Statutes of 2016)
Multi-Family Housing (MFH)	Residential properties with multiple dwelling units excluding single-family dwellings (detached), duplexes, triplexes, townhomes, and mobile homes

<b>Word/Term</b>	<b>Definition</b>
Non-Profit Organization	An entity filing as and operating under the Internal Revenue Service's requirements for a 501(c)(3) corporation
NOPA	Notice of proposed award
Plug-in Electric Vehicles (PEVs)	Zero-emission vehicles that run at least partially on battery power and are recharged from the electricity grid. There are two types of PEVs: pure battery-electric and plug-in hybrid electric vehicles.
Recipient	An applicant awarded a grant under this solicitation
Solicitation	Grant Funding Opportunity, which refers to this entire solicitation document and all its attachments and exhibits
State	State of California
Vehicle-Grid Integration (VGI)	Methods to align electric vehicle charging with the needs of the electric grid. To do this, electric vehicles must have capabilities to manage charging or support two-way communication between vehicles and the grid.
Zero-Emission Vehicle (ZEV)	Vehicles that produce zero emissions from the on-board source of power.

**B. Cost of Developing Application**

The applicant is responsible for the cost of developing an application, and this cost cannot be charged to the State.

**C. Confidential Information**

CEC will not accept or retain any applications that have any portion marked confidential.

**D. Solicitation Cancellation and Amendments**

It is CEC's policy to not solicit applications unless there is a bona fide intention to award an agreement. However, if it is in the State's best interest, CEC reserves the right to do any of the following:

- Cancel this solicitation.
- Revise the amount of funds available under this solicitation.
- Amend this solicitation as needed.
- Reject any or all applications received in response to this solicitation.

If the solicitation is amended, CEC will send an addendum to all parties who requested the solicitation and will also post it on [CEC's solicitation information website](https://www.energy.ca.gov/funding-opportunities/solicitations) at <https://www.energy.ca.gov/funding-opportunities/solicitations>.

**E. Errors**

If an applicant discovers any ambiguity, conflict, discrepancy, omission, or other error in the solicitation, the applicant shall immediately notify CEC of such error in writing and request modification or clarification of the document. Modifications or clarifications will be given by written notice of all parties who requested the solicitation, without divulging the source of the request for clarification. CEC shall not be responsible for failure to correct errors.

**F. Modifying or Withdrawal of Application**

An applicant may, by letter to the Commission Agreement Officer at CEC, withdraw or modify a submitted application before the deadline to submit applications. Applications cannot be changed after that date and time. An application cannot be "timed" to expire

on a specific date. For example, a statement such as the following is non-responsive to the solicitation: "This application and the cost estimate are valid for 60 days."

### **G. Immaterial Defect**

CEC may waive any immaterial defect or deviation contained in an applicant's application. CEC's waiver shall in no way modify the application or excuse the successful applicant from full compliance.

### **H. Disposition of Applicant's Documents**

The entire evaluation process from receipt of applications up to the posting of the Notice of Proposed Award is confidential. On the Notice of Proposed Award posting date, or date of solicitation cancellation, all applications and related material submitted in response to this solicitation become a part of the property of the State and public record. Applicants who want any work examples they submitted with their applications returned to them shall make this request and provide either sufficient postage or a Courier Charge Code to fund the cost of returning the examples.

### **I. Applicants' Admonishment**

This solicitation contains the instructions governing the requirements for a firm quotation to be submitted by interested applicants, the format in which the technical information is to be submitted, the material to be included, the requirements which must be met to be eligible for consideration, and applicant responsibilities. Applicants must take the responsibility to carefully read the entire solicitation, ask appropriate questions in a timely manner, submit all required responses in a complete manner by the required date and time, and make sure that all procedures and requirements of the solicitation are followed and appropriately addressed.

### **J. Agreement Requirements**

The content of this solicitation shall be incorporated by reference into the final agreement. See the sample agreement terms and conditions included in this solicitation.

CEC reserves the right to negotiate with applicants to modify the project scope, the level of funding, or both. If CEC is unable to successfully negotiate and execute a funding agreement with an applicant, CEC, at its sole discretion, reserves the right to cancel the pending award and fund the next highest ranked eligible project.

CEC must formally approve all proposed grant awards. Clean Transportation Program agreements for over \$75,000 must be scheduled and considered at a CEC Business Meeting for approval by the Energy Commission.

Public agencies that receive funding under this solicitation must provide an authorizing resolution approved by their governing authority to enter into an agreement with CEC and designating an authorized representative to sign.

CEC will send the approved agreement, including the general Terms and Conditions and any additional terms and conditions, to the grant recipient for review, approval, and signature. Once the grant recipient signs, CEC will fully execute the agreement. Recipients are approved to begin the project only after full execution of the agreement.

### **K. No Agreement Until Signed and Approved**

No agreement between CEC and the successful applicant is in effect until the agreement is signed by the Recipient, approved at a CEC Business Meeting, and signed by the

CEC representative.

CEC reserves the right to modify the award documents prior to executing the agreement.



**Attachment 2  
SCOPE OF WORK**

# Charging Into the Future with Los Angeles County's Public Housing Residents

A Proposal to Install Electric Vehicle Charging Stations at Four Public Housing Developments



*"An investment in the future of our community as well as our planet."*  
Harbor Hills resident

## TECHNICAL TASK LIST

Task #	CPR	Task Name
1		Administration
2		Quartz Hill I and II Design and Installations
3		Site Design and Installation for Harbor Hills
4		Site Design and Installation for Carmelitos
5		Outreach
6		Data Collection and Analysis
7		Project Fact Sheet

## KEY NAME LIST

Task #	Key Personnel	Key Subcontractor(s)	Key Partner(s)
1	Jennifer Caron		
2	Laura Iannaccone, Sean Wilder, Scott Manchan	Beam EV Arc	Breyahna Avery LACDA
3	Laura Iannaccone, Scott Allen	TBD based on bid process	Breyahna Avery LACDA
4	Laura Iannaccone, Sean Wilder	TBD based on bid process	Breyahna Avery LACDA
5	Jennifer Caron	Green Light Labs	Jeanette Montano LACDF
6	Jennifer Caron, Laura Iannaccone	PowerFlex	
7	Jennifer Caron, Laura Iannaccone		Breyahna Avery LACDA, Jeanette Montano LACDF

## GLOSSARY

Specific terms and acronyms used throughout this scope of work are defined as follows:

Term/ Acronym	Definition
CAM	Commission Agreement Manager
CAO	Commission Agreement Officer
CEC	California Energy Commission
Clean Transportation Program	Formerly known as the Alternative and Renewable Fuel and Vehicle Technology Program

<b>Term/ Acronym</b>	<b>Definition</b>
CPR	Critical Project Review
FTD	Fuels and Transportation Division
Recipient	An applicant awarded a grant under a CEC solicitation
The County	County of Los Angeles
ISD	County of Los Angeles Internal Service Department (the lead applicant)
LACDA	Los Angeles County Development Authority
LACDF	Los Angeles County Department Foundation
GLL	Green Light Labs
EVSE	Electric Vehicle Supply Equipment- the charger and all of the equipment needed to make a charger operational
EV	Electric Vehicle (could refer to Plug-in Hybrid Electric or Battery Electric)
DCFC	Direct Current Fast Charger
ICE	Internal Combustion Engine
Quartz Hill I and II	These are the names of public housing developments for families in Quartz Hill, California owned and operated by LACDA
Harbor Hills	A public housing development for families and seniors owned and operated by LACDA in Lomita
Carmelitos	A public housing development for families and seniors, owned and operated by LACDA in Long Beach.

**Background**

Assembly Bill (AB) 118 (Núñez, Chapter 750, Statutes of 2007), created the Clean Transportation Program, formerly known as the Alternative and Renewable Fuel and Vehicle Technology Program. The statute authorizes the California Energy Commission (CEC) to develop and deploy alternative and renewable fuels and advanced transportation technologies to help attain the state’s climate change, clean air, and alternative energy policies. AB 8 (Perea, Chapter 401, Statutes of 2013) re-authorizes the Clean Transportation Program through January 1, 2024. The Clean Transportation Program has an annual budget of approximately \$100 million and provides financial support for projects that:

- Reduce California’s use and dependence on petroleum transportation fuels and increase the use of alternative and renewable fuels and advanced vehicle technologies.
- Produce sustainable alternative and renewable low-carbon fuels in California.
- Expand alternative fueling infrastructure and fueling stations.
- Improve the efficiency, performance and market viability of alternative light-, medium-, and heavy-duty vehicle technologies.
- Retrofit medium- and heavy-duty on-road and non-road vehicle fleets to alternative technologies or fuel use.
- Expand the alternative fueling infrastructure available to existing fleets, public transit, and transportation corridors.

- Establish workforce training programs and conduct public outreach on the benefits of alternative transportation fuels and vehicle technologies.

On [*insert date*], the CEC released a Grant Solicitation and Application Package entitled “[*insert GFO title*]” under the Clean Transportation Program. This competitive grant solicitation was to [*insert brief goals of GFO*]. In response to GFO-XX-XXX, the Recipient submitted application #XX which was proposed for funding in the CEC’s Notice of Proposed Awards on [*insert date*]. GFO-XX-XXX and Recipient’s application are hereby incorporated by reference into this Agreement in their entirety.

In the event of any conflict or inconsistency between the terms of the Solicitation and the terms of the Recipient’s Application, the Solicitation shall control. In the event of any conflict or inconsistency between the Recipient’s Application and the terms of CEC’s Award, CEC’s Award shall control. Similarly, in the event of any conflict or inconsistency between the terms of this Agreement and the Recipient’s Application, the terms of this Agreement shall control.

**Problem Statement:**

The proposed project strives to address two problems. First, 25% of low-income residents eligible for the Increased-Rebate Clean Vehicle Rebate Program (IRCVRP) cite that a lack of available charging is a top concern that keeps them from getting an electric vehicle<sup>1</sup>. Second, 27% of low-income residents eligible for IRCVRP identified cost as a barrier to purchasing an EV.

At Los Angeles County public housing developments there are no electric vehicle charging stations onsite or offsite that serve residents. To address the lack of access to charging, the Los Angeles County Development Authority (LACDA) seeks to install chargers at four housing developments, by utilizing different technology models to overcome existing challenges. LACDA manages 68 buildings serving 6,500 Angelenos. At each site LACDA must balance installing chargers in centrally accessible locations that do not favor or displace some residents over others, while also having an adequate power supply to charge vehicles. In large multi-family developments, it is cost prohibitive to install chargers in each parking lot or add electrical service at each lot. In older, smaller developments, the few shared parking spaces that are open to all residents are further from a power source, and at most sites, there is no electrical capacity for charging. The partners of this project identified three technology solutions to address these challenges that can be applied to similar housing developments throughout the County.

Currently, few residents in public housing developments have electric or plug-in hybrid vehicles in contrast to surrounding communities, but some are excited about the idea of owning one. For example, only two of the 1,100 EVs registered in the Lomita zip code belong to residents at the Harbor Hills housing development. Importantly, the 2021 IRCVRP study suggests that low adoption is not because low-income residents feel that EVs are not meant for them, but instead they are concerned about financial and logistical barriers, including a lack of information that influences their decisions<sup>2</sup>. ISD GLL and LACDA propose to address barriers center around the lack of information to give people confidence that an EV could be a good choice for them, such as actual costs, available incentives, vehicle range, and how to work with a dealer<sup>3</sup>. Most public housing residents might not know that purchasing a used EV could alleviate some of the burden of transportation costs. Specifically the cost of used EVs is expected to reach parity with used gas vehicles starting in 2025, and car owners in the lowest-income brackets could save \$1,000 or 7% of their income annually by switching to a used EV<sup>4</sup>. The partners on this proposal have a comprehensive outreach strategy to increase residents' access to information so they can make educated choices about EV purchases that can improve their quality of life and reduce their transportation costs.

**Goals of the Agreement:**

The goal of this agreement is to increase access to EV charging and information about EVs by minimizing barriers so that residents living in Los Angeles County's public housing developments have the resources to transition to an electric vehicle, while minimizing construction costs to LACDA, ensuring reliability, and minimizing the strain on the grid.

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<sup>1</sup> Gartner, J., Cain, N. J., MacNeille, B., & McCormack, R. (2021). Analysis of LMI CVRP Participation. (low-to-moderate income Clean Vehicle Rebate Program),p.17

<sup>2</sup> Gartner, J., Cain, N. J., MacNeille, B., & McCormack, R. (2021). Analysis of LMI CVRP Participation. P. 5, "The barriers to adoption had many similarities to a 2016 focus group funded by CVRP, ...However, ... none brought up the idea that EVs were reserved for only a small group of people and were more focused on the logistical aspects of driving EVs."

<sup>3</sup> Gartner, J., Cain, N. J., MacNeille, B., & McCormack, R. (2021). Analysis of LMI CVRP Participation. P. 17

<sup>4</sup> Bauer, Gordon; Hsu, Chih-Wei; and Lutsey, Nic, "[When Might Lower-Income Driver's Benefit from Electric Vehicles](#)" February 2021, p. 11, 17

## **Objectives of the Agreement:**

The objectives of this agreement are to

- Install 2 off-grid standalone Level 2 EV charging stations powered by a solar array with battery back-up, in unreserved parking spaces at Quartz Hill I and II Housing Developments (1 system at each location).
- Install 8 Level 2 EV charging stations in centrally located, unreserved parking spaces at Harbor Hills housing development.
- Install 20 Level 2 EV charging stations powered by a solar canopy in a centrally located, shared parking lot surrounded by amenities for residents of the Carmelitos housing development and the surrounding community.
- Increase residents' knowledge about EVs, costs of ownership, and incentives at each housing development where chargers are added.
- Increase the percent of residents that purchase an EV, or express intent to purchase an EV

## **TASK 1 ADMINISTRATION**

### **Task 1.1 Attend Kick-off Meeting**

The goal of this task is to establish the lines of communication and procedures for implementing this Agreement. The Commission Agreement Manager (CAM) shall designate the date and location of this meeting and provide an agenda to the Recipient prior to the meeting.

#### **The Recipient shall:**

- Attend a "Kick-Off" meeting with the CAM, the Commission Agreement Officer (CAO), and a representative of the California Energy Commission (CEC) Accounting Office. The Recipient shall bring their Project Manager, Agreement Administrator, Accounting Officer, and any others determined necessary by the Recipient or specifically requested by the CAM to this meeting.
- Provide a written statement of project activities that have occurred after the notice of proposed awards but prior to the execution of the agreement using match funds. If none, provide a statement that no work has been completed using match funds prior to the execution of the agreement. All pre-execution match expenditures must conform to the requirements in the Terms and Conditions of this Agreement.
- Discuss the following administrative and technical aspects of this Agreement:
  - Agreement Terms and Conditions
  - Critical Project Review (Task 1.2)
  - Match fund documentation (Task 1.7) No reimbursable work may be done until this documentation is in place.
  - Permit documentation (Task 1.8)
  - Subcontracts needed to carry out project (Task 1.9)
  - The CAM's expectations for accomplishing tasks described in the Scope of Work
  - An updated Schedule of Products and Due Dates
  - Monthly Calls (Task 1.4)
  - Quarterly Progress Reports (Tasks 1.5)
  - Technical Products (Product Guidelines located in Section 5 of the Terms and Conditions)
  - Final Report (Task 1.6)

**Recipient Products:**

- Updated Schedule of Products
- Updated List of Match Funds
- Updated List of Permits
- Written Statement of Match Share Activities

**Commission Agreement Manager Product:**

- Kick-Off Meeting Agenda

**Task 1.2 Critical Project Review (CPR) Meetings**

CPRs provide the opportunity for frank discussions between the CEC and the Recipient. The goal of this task is to determine if the project should continue to receive CEC funding to complete this Agreement and to identify any needed modifications to the tasks, products, schedule, or budget.

The CAM may schedule CPR meetings as necessary, and meeting costs will be borne by the Recipient.

Meeting participants include the CAM and the Recipient and may include the CAO, the Fuels and Transportation Division (FTD) program lead, other CEC staff and Management as well as other individuals selected by the CAM to provide support to the CEC.

**The CAM shall:**

- Determine the location, date, and time of each CPR meeting with the Recipient. These meetings generally take place at the CEC, but they may take place at another location or remotely.
- Send the Recipient the agenda and a list of expected participants in advance of each CPR. If applicable, the agenda shall include a discussion on both match funding and permits.
- Conduct and make a record of each CPR meeting. Prepare a schedule for providing the written determination described below.
- Determine whether to continue the project, and if continuing, whether or not modifications are needed to the tasks, schedule, products, and/or budget for the remainder of the Agreement. Modifications to the Agreement may require a formal amendment (please see section 8 of the Terms and Conditions). If the CAM concludes that satisfactory progress is not being made, this conclusion will be referred to the Lead Commissioner for Transportation for his or her concurrence.
- Provide the Recipient with a written determination in accordance with the schedule. The written response may include a requirement for the Recipient to revise one or more product(s) that were included in the CPR.

**The Recipient shall:**

- Prepare a CPR Report for each CPR that discusses the progress of the Agreement toward achieving its goals and objectives. This report shall include recommendations and conclusions regarding continued work of the projects. This report shall be submitted along with any other products identified in this scope of work. The Recipient shall submit these documents to the CAM and any other designated reviewers at least 15 working days in advance of each CPR meeting.



- Present the required information at each CPR meeting and participate in a discussion about the Agreement.

**CAM Products:**

- Agenda and a list of expected participants
- Schedule for written determination
- Written determination

**Recipient Product:**

- CPR Report(s)

**Task 1.3 Final Meeting**

The goal of this task is to closeout this Agreement.

**The Recipient shall:**

- Meet with CEC staff to present the findings, conclusions, and recommendations. The final meeting must be completed during the closeout of this Agreement.

This meeting will be attended by, at a minimum, the Recipient and the CAM. The technical and administrative aspects of Agreement closeout will be discussed at the meeting, which may be two separate meetings at the discretion of the CAM.

The technical portion of the meeting shall present an assessment of the degree to which project and task goals and objectives were achieved, findings, conclusions, recommended next steps (if any) for the Agreement, and recommendations for improvements. The CAM will determine the appropriate meeting participants.

The administrative portion of the meeting shall be a discussion with the CAM about the following Agreement closeout items:

- What to do with any equipment purchased with CEC funds (options)
  - CEC request for specific “generated” data (not already provided in Agreement products)
  - Need to document Recipient’s disclosure of “subject inventions” developed under the Agreement
  - “Surviving” Agreement provisions
  - Final invoicing and release of retention
- Prepare a schedule for completing the closeout activities for this Agreement.

**Products:**

- Written documentation of meeting agreements
- Schedule for completing closeout activities

**Task 1.4 Monthly Calls**

The goal of this task is to have calls at least monthly between CAM and Recipient to verify that satisfactory and continued progress is made towards achieving the objectives of this Agreement on time and within budget.



The objectives of this task are to verbally summarize activities performed during the reporting period, to identify activities planned for the next reporting period, to identify issues that may affect performance and expenditures, to verify match funds are being proportionally spent concurrently or in advance of CEC funds or are being spent in accordance with an approved Match Funding Spending Plan, to form the basis for determining whether invoices are consistent with work performed, and to answer any other questions from the CAM. Monthly calls might not be held on those months when a Quarterly Progress Report is submitted or the CAM determines that a monthly call is unnecessary.

**The CAM shall:**

- Schedule monthly calls
- Provide questions to the Recipient prior to the monthly call
- Provide call summary notes to Recipient of items discussed during call

**The Recipient shall:**

- Review the questions provided by CAM prior to the monthly call
- Provide verbal answers to the CAM during the call

**Product:**

- Email to CAM concurring with call summary notes

### **Task 1.5 Quarterly Progress Reports**

The goal of this task is to periodically verify that satisfactory and continued progress is made towards achieving the objectives of this Agreement on time and within budget.

The objectives of this task are to summarize activities performed during the reporting period, to identify activities planned for the next reporting period, to identify issues that may affect performance and expenditures, and to form the basis for determining whether invoices are consistent with work performed.

**The Recipient shall:**

- Prepare a Quarterly Progress Report which summarizes all Agreement activities conducted by the Recipient for the reporting period, including an assessment of the ability to complete the Agreement within the current budget and any anticipated cost overruns. Progress reports are due to the CAM the 10<sup>th</sup> day of each January, April, July, and October. The Quarterly Progress Report template can be found on the [ECAMS Resources webpage](https://www.energy.ca.gov/media/4691) available at <https://www.energy.ca.gov/media/4691>.

**Product:**

- Quarterly Progress Reports

### **Task 1.6 Final Report**

The goal of the Final Report is to assess the project's success in achieving the Agreement's goals and objectives, advancing science and technology, and providing energy-related and other benefits to California.

The objectives of the Final Report are to clearly and completely describe the project's purpose, approach, activities performed, results, and advancements in science and technology; to present a public assessment of the success of the project as measured by the degree to which goals and objectives were achieved; to make insightful observations based on results obtained; to draw conclusions; and to make recommendations for further projects and improvements to the FTD project management processes.

The Final Report shall be a public document. If the Recipient has obtained confidential status from the CEC and will be preparing a confidential version of the Final Report as well, the Recipient shall perform the following activities for both the public and confidential versions of the Final Report.

**The Recipient shall:**

- Prepare an Outline of the Final Report, if requested by the CAM.
- Prepare a Final Report following the latest version of the Final Report guidelines which will be provided by the CAM. The CAM shall provide written comments on the Draft Final Report within fifteen (15) working days of receipt. The Final Report must be completed at least 60 days before the end of the Agreement Term.
- Submit one bound copy of the Final Report with the final invoice.

**Products:**

- Outline of the Final Report, if requested
- Draft Final Report
- Final Report

**Task 1.7 Identify and Obtain Matching Funds**

The goal of this task is to ensure that the match funds planned for this Agreement are obtained for and applied to this Agreement during the term of this Agreement.

The costs to obtain and document match fund commitments are not reimbursable through this Agreement. Although the CEC budget for this task will be zero dollars, the Recipient may utilize match funds for this task. Match funds shall be spent concurrently or in advance of CEC funds for each task during the term of this Agreement. Match funds must be identified in writing and the associated commitments obtained before the Recipient can incur any costs for which the Recipient will request reimbursement.

**The Recipient shall:**

- Prepare a letter documenting the match funding committed to this Agreement and submit it to the CAM at least 2 working days prior to the kick-off meeting. If no match funds were part of the proposal that led to the CEC awarding this Agreement and none have been identified at the time this Agreement starts, then state such in the letter. If match funds were a part of the proposal that led to the CEC awarding this Agreement, then provide in the letter a list of the match funds that identifies the:
  - Amount of each cash match fund, its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied.
  - Amount of each in-kind contribution, a description, documented market or book value, and its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied. If the in-kind contribution is equipment or other tangible or real property, the Recipient shall identify its owner and provide a contact name, address and telephone number, and the address where the property is located.

- Provide a copy of the letter of commitment from an authorized representative of each source of cash match funding or in-kind contributions that these funds or contributions have been secured. For match funds provided by a grant a copy of the executed grant shall be submitted in place of a letter of commitment.
- Discuss match funds and the implications to the Agreement if they are reduced or not obtained as committed, at the kick-off meeting. If applicable, match funds will be included as a line item in the progress reports and will be a topic at CPR meetings.
- Provide the appropriate information to the CAM if during the course of the Agreement additional match funds are received.
- Notify the CAM within 10 days if during the course of the Agreement existing match funds are reduced. Reduction in match funds must be approved through a formal amendment to the Agreement and may trigger an additional CPR meeting.

### **Products:**

- A letter regarding match funds or stating that no match funds are provided
- Copy(ies) of each match fund commitment letter(s) (if applicable)
- Letter(s) for new match funds (if applicable)
- Letter that match funds were reduced (if applicable)

### **Task 1.8 Identify and Obtain Required Permits**

The goal of this task is to obtain all permits required for work completed under this Agreement in advance of the date they are needed to keep the Agreement schedule on track.

Permit costs and the expenses associated with obtaining permits are not reimbursable under this Agreement. Although the CEC budget for this task will be zero dollars, the Recipient may budget match funds for any expected expenditures associated with obtaining permits. Permits must be identified in writing and obtained before the Recipient can make any expenditure for which a permit is required.

### **The Recipient shall:**

- Prepare a letter documenting the permits required to conduct this Agreement and submit it to the CAM at least 2 working days prior to the kick-off meeting. If there are no permits required at the start of this Agreement, then state such in the letter. If it is known at the beginning of the Agreement that permits will be required during the course of the Agreement, provide in the letter:
  - A list of the permits that identifies the:
    - Type of permit
    - Name, address and telephone number of the permitting jurisdictions or lead agencies
  - The schedule the Recipient will follow in applying for and obtaining these permits.

- Discuss the list of permits and the schedule for obtaining them at the kick-off meeting and develop a timetable for submitting the updated list, schedule, and the copies of the permits. The implications to the Agreement if the permits are not obtained in a timely fashion or are denied will also be discussed. If applicable, permits will be included as a line item in the Progress Reports and will be a topic at CPR meetings.
- If during the course of the Agreement additional permits become necessary, provide the appropriate information on each permit and an updated schedule to the CAM.
- As permits are obtained, send a copy of each approved permit to the CAM.
- If during the course of the Agreement permits are not obtained on time or are denied, notify the CAM within 5 working days. Either of these events may trigger an additional CPR.

**Products:**

- Letter documenting the permits or stating that no permits are required
- A copy of each approved permit (if applicable)
- Updated list of permits as they change during the term of the Agreement (if applicable)
- Updated schedule for acquiring permits as changes occur during the term of the Agreement (if applicable)
- A copy of each final approved permit (if applicable)

**Task 1.9 Obtain and Execute Subawards**

The goal of this task is to ensure quality products and to procure subrecipients required to carry out the tasks under this Agreement consistent with the Agreement Terms and Conditions and the Recipient's own procurement policies and procedures.

**The Recipient shall:**

- Manage and coordinate subrecipient activities.
- If requested by the CAM, submit a draft of each subaward required to conduct the work under this Agreement to the CAM for review.
- If requested by the CAM, submit a final copy of the executed subaward.
- If Recipient intends to add new subrecipients or change subrecipients, then the Recipient shall notify the CAM.

**Products:**

- Letter describing the subawards needed, or stating that no subawards are required
- Draft subcontracts (if requested)
- Final subcontracts (if requested)

## **TECHNICAL TASKS**

### **TASK 2 QUARTZ HILL I AND II DESIGN AND INSTALLATIONS**

The goal of this task is to install Beam EV Arc charging stations with solar and battery storage at Quartz Hill I and II public housing developments.

#### **The Recipient shall:**

- Contract with BEAM Global
- Coordinate with LACDA and BEAM (the maker of EV ARC) on the site specifications and resident preferences to identify the optimal location for the charging unit at Quartz Hill I and Quartz Hill II
- Coordinate with Beam on the battery, load management controller, and charger specifications
- Purchase and take delivery of EVSE: a Level 2 charger with a PowerFlex communication chip, load management control system, and provide to Beam
- Build the EV Arcs to specification (Beam), and invoice the County
- Deliver the EV Arcs to each location
- Commission the PowerFlex chargers for use
- Submit an AB 841 Certification that certifies the project has complied with all AB 841 (2020) requirements specified in the Agreement Terms and Conditions or describes why the AB 841 requirements do not apply to the project. The certification shall be signed by Recipient's authorized representative.
- Submit EVITP Certification Numbers of each Electric Vehicle Infrastructure Training Program certified electrician that installed electric vehicle charging infrastructure or equipment. EVITP Certification Numbers are not required to be submitted if AB 841 requirements do not apply to the project.

#### **Products:**

- Signed contract
- Meeting notes with LACDA and Beam
- Site design specifications for EV Arcs
- Invoice for EVSE
- Invoice for EV Arcs
- Delivery confirmation for EV Arcs
- Commissioning reports for installed and activated chargers

### **TASK 3 HARBOR HILLS DESIGN AND INSTALLATION**

The goal of this task is to complete the engineering design for the Harbor Hills and Carmelitos parking lots utilizing an engineering design firm identified through the County's contracting process. The County will utilize the site designs to seek permits for each project.

#### **Task 3.1 Hire a design firm**

**The Recipient shall:**

- Issue RFP for engineering design firm
- Host pre-bid conference
- Review applications and select a contractor
- Complete contracting process

**Products:**

- RFP
- Contract

#### **Task 3.2 Design specifications for Harbor Hills**

**The Recipient shall:**

- Coordinate with LACDA, County Parks, and the engineering design firm to provide access to as-built drawings and sites
- Submit drawings to permit office for approval

**Products:**

- Site drawings
- Permits

#### **Task 3.3 Hire a contractor install charging stations at Harbor Hills**

**The Recipient shall:**

- Issue an RFP for installations. RFPs will specify that bidders must have the appropriate number of EVITP certified electricians on staff prior to submitting application.
- Host pre-bid conference
- Review applications and select contractor(s)
- Complete contracting process

**Products:**

- RFP
- Contract(s)

#### **Task 3.4 Installation at Harbor Hills**

**The Recipient shall:**

- Provide project management oversight to contractor, and track project process utilizing existing project tracking system

- Purchase chargers and EVSE and provide invoice (contractor)
- Complete installation (contractor) and commission chargers
- Invoice the County for labor and project management (contractor)
- Submit an AB 841 Certification that certifies the project has complied with all AB 841 (2020) requirements specified in the Agreement Terms and Conditions or describes why the AB 841 requirements do not apply to the project. The certification shall be signed by Recipient's authorized representative.
- Submit EVITP Certification Numbers of each Electric Vehicle Infrastructure Training Program certified electrician that installed electric vehicle charging infrastructure or equipment. EVITP Certification Numbers are not required to be submitted if AB 841 requirements do not apply to the project.

**Products:**

- Project tracker
- Invoices for EVSE
- Commissioning report
- Invoice for labor and project management
- AB 841 certification
- EVITP certification numbers

**TASK 4 EVSE AND SOLAR INSTALLATIONS FOR HARBOR HILLS AND CARMELITOS**

The goal of this task is to complete installations at each of the project locations so that MFH residents can begin using the charging stations. The order of site completion is expected to be 1) Harbor Hills, and 2) Carmelitos.

**Task 4.1 Hire a design firm**

**The Recipient shall:**

- Issue RFP for engineering design firm
- Host pre-bid conference
- Review applications and select a contractor
- Complete contracting process

**Products:**

- RFP
- Contract

**Task 4.2 Design specifications for each project location**

**The Recipient shall:**

- Coordinate with LACDA, County Parks, and the engineering design firm to provide access to as-built drawings and sites
- Submit drawings to permit office for approval

**Products:**

- Site drawings
- Permits

**Task 4.3 Hire a company to complete the installations****The Recipient shall:**

- Issue two RFPs for installations. RFPs will specify that bidders must have the appropriate number of EVITP certified electricians on staff prior to submitting application.
- Host pre-bid conference
- Review applications and select contractor(s)
- Complete contracting process

**Products:**

- RFP
- Contract(s)

**Task 4.4 Installation at Carmelitos****The Recipient shall:**

- Provide project management oversight to contractor, and track project process utilizing existing project tracking system
- Purchase chargers, EVSE, solar panels and materials for solar canopy and provide invoice (contractor)
- Complete installation (contractor) and commission chargers
- Invoice the County for labor and project management (contractor)
- Submit an AB 841 Certification that certifies the project has complied with all AB 841 (2020) requirements specified in the Agreement Terms and Conditions or describes why the AB 841 requirements do not apply to the project. The certification shall be signed by Recipient's authorized representative.
- Submit EVITP Certification Numbers of each Electric Vehicle Infrastructure Training Program certified electrician that installed electric vehicle charging infrastructure or equipment. EVITP Certification Numbers are not required to be submitted if AB 841 requirements do not apply to the project.

**Products:**

- Project tracker
- Invoices for EVSE and solar
- Commissioning report
- Invoice for labor and project management
- AB 841 certification



- EVITP certification numbers

## **TASK 5 OUTREACH**

The goal of this task is to provide information and solicit input from residents to ensure the project has the greatest benefits for residents, and lessons are learned from each site location that will be used to improve on and expand the technology and business models to future locations.

### **Task 5.1 Inform residents about the charging stations**

#### **The Recipient shall:**

- Coordinate with LACDF and County Parks to develop outreach materials and content for events including
  - flyers for bulletin boards and events,
  - email messages,
  - mail flyers
  - online content and learning modules for the County's online electric vehicle educational platform Electrifyze,
  - and event activities.
- Host a minimum of one event at each location

#### **Products:**

- Portfolio of outreach materials
- Number of attendees at events
- Number of users visiting Electrifyze and completing modules

### **Task 5.2 Solicit input from residents on charger experience**

#### **The Recipient shall:**

- Develop a survey to be completed a minimum of once per location and maximum of once per year per location, depending on the timing of installation completion
- Coordinate with LACDF and PowerFlex on the best methods to distribute surveys and gather responses
- Issue surveys and collect response data
- Analyze response data and summarize for partners and CEC

#### **Products:**

- Survey questions
- Summary of methods for survey distribution
- Number of surveys distributed and number of responses

- Summary of survey results

## **Task 6 DATA COLLECTION AND ANALYSIS**

The goal of this task is to collect operational data from the project, to analyze that data for economic and environmental impacts, and to include the data and analysis in regular progress reports and the Final Report.

### **The Recipient shall:**

- Develop data collection plan for deployed charging equipment.
- Troubleshoot any issues identified.
- Collect and provide the following data:
  - Number, type, date, and location of chargers installed.
  - Nameplate capacity of the installed equipment, in kW for chargers.
  - Number and type of outlets per charger.
  - Location type, such as street, parking lot, hotel, restaurant, or multi-unit housing.
  - Total cost per charger, the subsidy from the CEC per charger, federal subsidy per charger, utility subsidy per charger, and privately funded share per charger.
  - Number of residents that attend events
  - Number of residents that enter and complete Electrifyze
  - Number of residents sent surveys and number of completes
  - EV adoption of residents in the MFH served by the project (before project begins until end of project).
  - Success rate of property recruitment.
  - Number of MFH units served by project.
    - Number of MFH units in disadvantaged or low-income communities.
    - Number of affordable housing units.
- Collect and provide 12 months of throughput, usage, and operations data from the project including, but not limited to:
  - Number of charging sessions
  - Average charger downtime
  - Peak power delivered (kW)
  - Duration of active charging, hourly
  - Duration of charging session, hourly (e.g., vehicle parked but not actively charging)
  - Average session duration
  - Energy delivered (kWh)
  - Average kWh dispensed
  - Types of vehicles using the charging equipment

- Applicable price for charging, including but not limited to: electric utility tariff, electric vehicle service provider (EVSP) service contract, or public charger price.
- Payment method for public charging
- Normal operating hours, uptime, downtime, and explanations of variations
- Gallons of gasoline and/or diesel fuel displaced (with associated mileage information)
- Expected air emissions reduction, for example:
  - Non-methane hydrocarbons
  - Oxides of nitrogen
  - Particulate Matter
  - Formaldehyde
- Identify any current and planned use of renewable energy.
- Provide a quantified estimate of the project's carbon intensity values for life-cycle greenhouse gas emissions.
- Compare any project performance and expectations provided in the proposal to CEC with actual project performance and accomplishments.
- Submit the data described above in Task 6, as well as the summary of survey results described in Task 5 electronically in a quarterly progress report throughout the duration of the agreement.
- Collect data, information, and analysis described above in Tasks 5 and 6 and include in the Final Report.

**Products:**

- Data on charger installations, charging events, and outreach activity will be submitted electronically in Quarterly Progress Reports.
- Data collection information and analysis will be included in the Final Report.

**TASK 7 PROJECT FACT SHEET**

The goal of this task is to develop an initial and final project fact sheet that describes the CEC-funded project and the benefits resulting from the project for the public and key decision makers.

**The Recipient shall:**

- Prepare an Initial Project Fact Sheet at start of the project that describes the project and the expected benefits. Use the format provided by the CAM.
- Prepare a Final Project Fact Sheet at the project's conclusion that describes the project, the actual benefits resulting from the project, and lessons learned from implementing the project. Use the format provided by the CAM.
- Provide at least (6) six High Quality Digital Photographs (minimum resolution of 1300x500 pixels in landscape ratio) of pre and post technology installation at the project sites or related project photographs.

**Products:**

- Initial Project Fact Sheet

- Final Project Fact Sheet
- High Quality Digital Photographs

September 13, 2022

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 2022-23**

**4 - VOTES**

SOURCES		USES	
<b>INTERNAL SERVICES</b> A01-IS-88-8737-13100 STATE ENERGY GRANTS <b>INCREASE REVENUE</b>	<b>1,576,000</b>	<b>INTERNAL SERVICES</b> A01-IS-2000-13100 SERVICES & SUPPLIES <b>INCREASE APPROPRIATION</b>	<b>1,576,000</b>
<b>SOURCES TOTAL</b>	<b>\$ 1,576,000</b>	<b>USES TOTAL</b>	<b>\$ 1,576,000</b>

**JUSTIFICATION**

Reflects an increase in Services & Supplies (S&S) appropriation to implement the Charging into the Future with Los Angeles County's Public Housing Residents Project.

**Sabra Johnson**

Digitally signed by Sabra Johnson

Date: 2022.08.09 10:33:31 -07'00'

**AUTHORIZED SIGNATURE**

SABRA JOHNSON, ISD ADMIN. DEPUTY

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

REFERRED TO THE CHIEF EXECUTIVE OFFICER FOR---

ACTION

RECOMMENDATION

AUDITOR-CONTROLLER

BY

B.A. NO.

DATE

APPROVED AS REQUESTED

APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY

DATE

# Power Purchase Master Agreements & Energy Efficient Projects



# LA County / Joint Powers Authority Master Agreement

- ▶ **Developing a Master Agreement for Power Purchase Agreement (PPA)**  
released in Sept 2022, Board approval in Feb 2023
  - ▶ Standardized PPAs for the County
  - ▶ Aggregate small/medium sites to lower vendor participation barrier
- ▶ **SPURR (School Project for Utility Rate Reduction) is opportunity to piggyback for faster contracting for 5 facilities to lock in NEM 2.0 rates**
- ▶ **Pitchess is large enough project that a custom PPA will be negotiated,**  
solicitation planned for release in Oct 2022

# MA Solar Outline

- ▶ Inspected over 50 facilities (Phase 1)
- ▶ 25-30 facilities chosen
- ▶ Geographical grouping of 5 facilities
- ▶ Proposer(s) submit bid based on their recommendation (roof, carport, ground, or combination)
- ▶ PPA will be for 25 years
- ▶ Departments pay only for kWh used



# SPURR

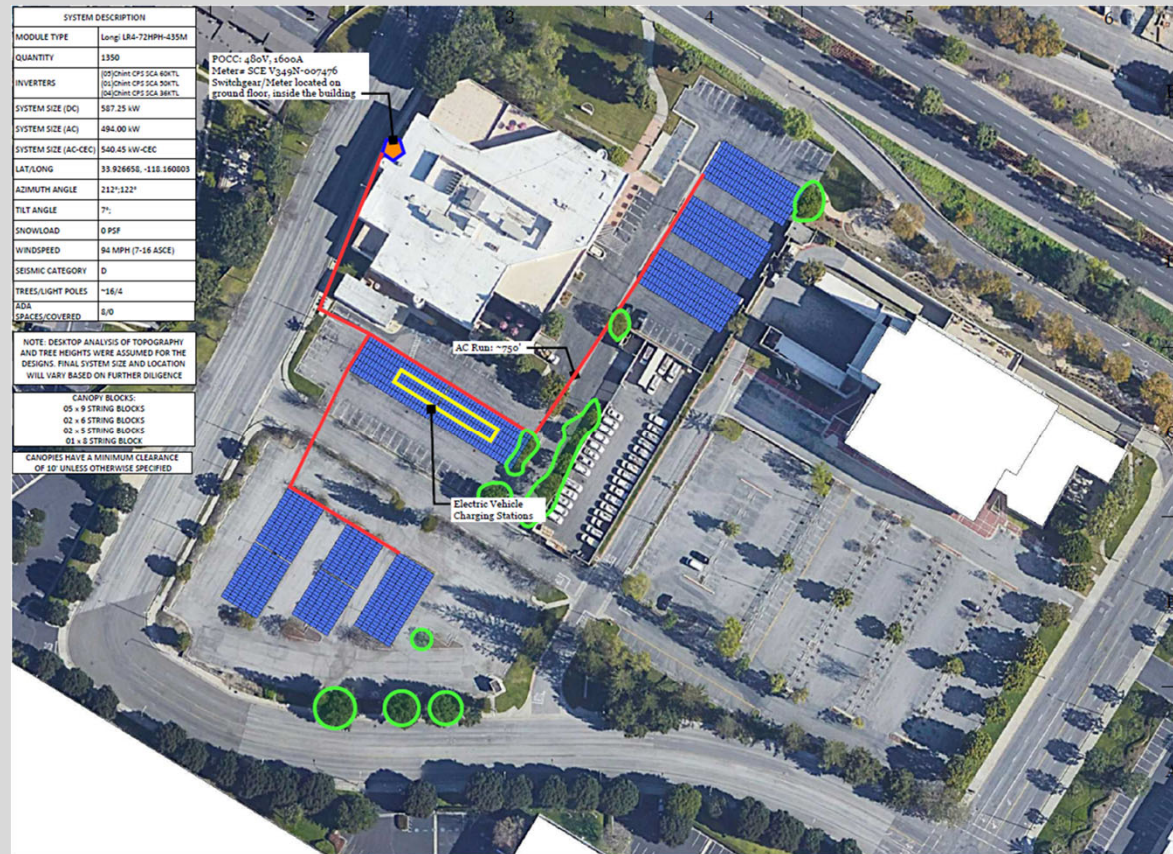
- ▶ **School Project for Utility Rate Reduction (SPURR) master agreement**
- ▶ **Available statewide to public entities**
- ▶ **NEM 2.0 benefits**
- ▶ **5 facilities vetted**

# SPURR Summary

- ▶ **Requesting approval for 5 facilities using SPURR MA**
- ▶ **Combined 20-year savings of \$2,967,643**
  - ▶ **Very conservative projection based on 2% utility rate escalation (last decade saw 4% annual average, and we saw 10% increase in Apr 2022)**
  - ▶ **Savings validated with independently contracted team; savings are positive but less than SPURR's projections**
- ▶ **Locks in NEM 2.0 benefits**
- ▶ **Combined system total of 2.6 MW of renewable solar energy**

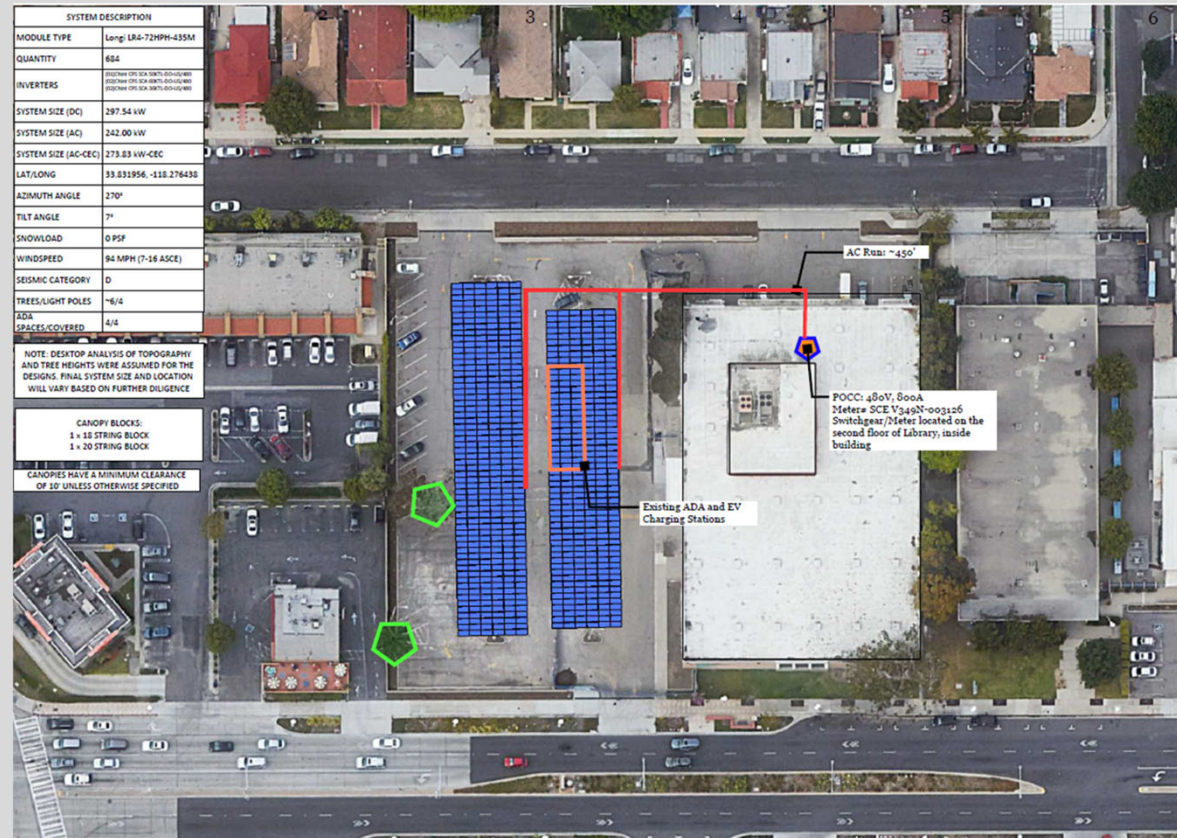
# SPURR Facilities

Library HQ (Downey)  
587kW Solar Canopy



# SPURR Facilities

## Carson Library 298kW Solar Canopy





# SPURR Facilities

El Monte CHC  
869kW Carport &  
Rooftop Solar



# SPURR Facilities

DPH Baldwin Park  
377kW Carport Solar





# SPURR Facilities

## DPSS Pomona 478kW Carport Solar



# Pitchess Honor Ranch PPA RFP

- ▶ **Approx 24+ MW of ground & carport solar**
- ▶ **5 MW of battery storage**
- ▶ **4 carports of solar providing shade**
- ▶ **RFP release date Oct 2022**
- ▶ **Project installation estimated at 3 years**



# Energy Efficiency Projects

Facility/Project Description	Project Estimated Cost	Estimated Annual Savings	Simple Payback	Project Start Date	Estimated Completion Date
<b>Sheriff Pitchess Honor Ranch</b>					
Kitchen HVAC Replacement	\$1,100,000	\$390,000	5 Yrs	Jul-21	Aug-22
Laundry Water Recycling Project	\$1,500,000	N/A	5 Yrs	Jun-21	Apr-23
Interior LED Lighting Retrofit	\$3,000,000	\$839,000	5 Yrs	Feb-22	Jun-24
Exterior LED Lighting Upgrade	\$100,000	\$628,500	5 Yrs	Oct-21	Dec-22
<b>Registrar Recorder/County Clerk</b>					
LED Lighting and HVAC Energy Upgrade	\$2,800,000	\$365,200	6 Yrs	Nov-21	Jun-23
<b>DPSS 349 Avenue K6</b>					
Interior Lighting and HVAC Upgrades	\$900,000	\$133,200	5 Yrs	Jun-22	Apr-23
<b>Health Services HQ, 313 Figueroa</b>					
Interior LED Lighting Retrofit	\$1,200,000	TBD	TBD	TBD	TBD
<b>Library Anthony Quinn</b>					
HVAC Heat pump Upgrade	\$170,000	N/A	TBD	TBD	TBD

# Questions?

**Scott Manchan**

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**Minh Le**

[msle@isd.lacounty.gov](mailto:msle@isd.lacounty.gov)



County of Los Angeles  
**INTERNAL SERVICES DEPARTMENT**

1100 North Eastern Avenue  
Los Angeles, California 90063

**SELWYN HOLLINS**  
Director

*"Trusted Partner and Provider of Choice"*

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

May 17, 2022

To: Supervisor Holly Mitchell, Chair  
Supervisor Hilda L. Solis  
Supervisor Sheila Kuehl  
Supervisor Janice Hahn  
Supervisor Kathryn Barger

From: Selwyn Hollins   
Director

**BI-ANNUAL STATUS REPORT ON POWER PURCHASE AGREEMENTS AND ENERGY SERVICE AGREEMENTS FOR COUNTY BUILDINGS (ITEM NO. 24, AGENDA OF AUGUST 13, 2019)**

On August 13, 2019, your Board instructed the Director of the Internal Services Department (ISD), in coordination with the Chief Executive Officer, Chief Sustainability Officer, and County Counsel, to report back to the Board in writing on a bi-annual basis. This constitutes the report for the period ending December 31, 2021.

**Executive Summary**

The following summarizes the activity for the reporting period, and each activity is further addressed in the body of the report.

1. Partner with the Sheriff's Department to release a solicitation to supply solar energy and energy storage services at Pitchess Detention Center by September 1, 2022
2. Partner with County departments with larger facilities to bundle a portfolio of solar generation projects with the goal of releasing the solicitation by July 1, 2022, and noting proposed Net Energy Metering (NEM) changes
3. Partner with County departments with larger facilities to bundle a portfolio of energy efficiency improvements

**Partner with the Sheriff's Department to release a solicitation to supply solar energy and energy storage services at Pitchess Detention Center by September 1, 2022.**

As previously reported in July 2020, a Request for Concept Papers was processed to respond to the Pitchess Detention Center Request for Proposals (RFP) solicitation. During this process, ISD encountered easement issues which resulted in collaboration with the Department of Public Works (DPW) to identify historical easements for utilities that cross the County parcel. Easement issues have been resolved, allowing the project to move forward.

The Statement of Work (SOW) has been developed and will be submitted to ISD Contracts for review; the estimated date for the solicitation is September 1, 2022. Concurrently, ISD proposed to California Public Utilities Commission (CPUC), per their request, to install solar and battery backup and was advised to propose to Southern California Edison (SCE) Microgrid. CPUC denied the request due to a microgrid incentive program (MIP) being established (2022-2023) and advised ISD to reapply through the program. The program will be administered through Investor-Owned Utilities (IOU), which includes SCE.

**Partner with County departments with larger facilities to bundle a portfolio of solar generation projects with the goal of releasing the solicitation by July 2022, and noting proposed Net Energy Metering (NEM) changes**

ISD EES partnered with County departments and vetted over 40 sites for potential solar generation projects, of which 30 facilities have been geographically grouped to participate in the master agreement process. ISD is also working closely with Parks and Recreation to determine viability of solar generation for 21 County parks.

EES has developed a Request for Statement of Qualifications (RSFQ) for a Power Purchase (PPA) Master Agreement (MA) for the installation of clean and renewable solar generation for various sites throughout the County. EES is working closely with ISD Contracts and the status of the master agreement is as follows:

- Tentative Board hearing: July 2022
- Tentative agreements signed: August 2022

It should be noted that the CPUC is reviewing changes to the current NEM 2.0 rate tariffs that has incentivized the deployment of distributed solar. These changes will drastically reduce excess solar production credits resulting in smaller solar generation sizes, with a negative impact to the financial viability on County facilities. The proposed changes will greatly impact the potential cost savings to the County. ISD is working diligently to complete the PPA MA and Pitchess Detention Center Solar Project before the implementation of NEM 3.0.

To help mitigate any potential increase with NEM 3.0, ISD is also working concurrently with SPURR (School Project for Utility Rate Reduction) to potentially lock in five (5)

County facilities under NEM 2.0 utilizing their REAP (Renewable Energy Aggregated Procurement) Master Agreement. ISD EES will request Board approval to enter into a PPA and is anticipating bringing the agreement to the Board for approval in April 2022.

**Partner with County departments with larger facilities to bundle a portfolio of energy efficiency improvements starting in 2022**

The County's current Facilities Reinvestment Program (FRP) is upgrading and refurbishing many of the large facilities across the County. The program is comprehensive in addressing the needs of each facility, including the mechanical and lighting systems that are typically the core of energy efficiency work within a facility. As a result, it is unreasonable to separate one or both types of systems from within the facilities reinvestment projects into stand-alone projects that could then be bundled into a group of energy efficiency projects appropriate for an Energy Services Agreement (ESA) financial arrangement.

While not being funded through ESA, EES has developed three projects/locations that have undergone energy audits and design and are in the solicitation or construction phase: Registrar of Voters Harry Hutherford facility in Norwalk; the Antelope Valley Service Center in Lancaster; and the Sheriff's Pitchess property (mentioned in the previous October 2019 report).

All three projects encompass various measures that would optimize energy efficiency within the facilities which include the following:

- Registrar of Voters Harry Hutherford facility includes installation of air conditioning units, LED lighting, and updated boilers. Currently the air conditioning project plans are in review with the DPW and LED lighting upgrade due to start June 13. The updated boiler is in the installation process.
- Antelope Valley Service Center will receive updated LED lighting, air conditioning controls, and other energy efficient equipment. The solicitation has been released and expected to be awarded by end of May 2022.
- Sheriff's Pitchess Detention Center will receive a new kitchen HVAC system and updated LED lighting. The contract has been awarded for the HVAC system, and LED lighting is in the purchasing phase waiting for delivery.

EES has partnered with other County departments resulting in several other ongoing energy efficiency projects. Below is a summary the recently completed and ongoing projects:

- The DPW Waterworks Division and EES are currently installing two hydro-turbine generators that will provide clean and renewable power at a DPW facility in

Lancaster. UPDATE: Hydro turbine project went into design and quotes were higher than anticipated resulting in DPW stopping the project.

- DPW and EES collaborated and completed mechanical improvements at DPW's headquarters which included replacing and upgrading HVAC Building Management System Controls, zone control boxes, and electronic thermostats.
- The Sheriff's Department and ISD are collaborating on a large water recycling project at the Pitchess Laundry Facility to capture, clean, treat, and reuse wastewater from the Sheriff's large commercial-style laundry operation. The contract has been awarded and plans have been submitted to DPW Building and Safety for review and approval.

Should you have any questions or need additional information, please contact Minh Le, General Manager of Energy and Environmental Service, at [msle@isd.lacounty.gov](mailto:msle@isd.lacounty.gov) or (323) 267-2006.

SH:ML:SM:ea

c: Chief Executive Officer  
Chief Sustainability Officer  
County Counsel  
Executive Office, Board of Supervisors  
ISD Board Deputies