



**OPERATIONS CLUSTER  
AGENDA REVIEW MEETING**

**DATE:** October 18, 2023  
**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 AS PERMITTED UNDER THE BOARD OF SUPERVISORS' AUGUST 8, 2023, ORDER SUSPENDING THE APPLICATION OF BOARD POLICY 3.055 UNTIL MARCH 31, 2024**

**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 – Carlos Arreola/Anthony Baker**
2. **INFORMATIONAL ITEM(S):**
  - A) Board Letter:  
REQUEST TO AWARD AND EXECUTE A CONTRACT FOR BROADCAST, MANAGEMENT, AND PRODUCTION SERVICES FOR THE COUNTY OF LOS ANGELES BOARD OF SUPERVISORS  
EO/CIO - Susan Huff, Administrative Deputy and  
ISD - Michael Owh, Chief Deputy
  - B) Board Letter:  
COUNTYWIDE CLASSIFICATION/COMPENSATION ACTIONS  
CEO/CLASS - Jennifer Revuelta, Principal Analyst
  - C) Board Letter:  
REQUEST FOR APPROVAL AND AWARD OF CONSTRUCTION PROJECT MANAGEMENT AND SUPPORT SERVICES CONTRACT  
ISD - Christie Carr, Contracts Division Manager

D) Board Letter:  
PUBLIC HEARING ON PROPOSED ENERGY SERVICES AGREEMENTS FOR  
INSTALLATION, OPERATION AND MAINTENANCE OF SOLAR SYSTEMS AT  
THIRTY-SIX COUNTY FACILITIES  
ISD - Minh Le, EES General Manager and  
Christie Carr, Contracts Division Manager

E) Board Letter:  
REQUEST APPROVAL OF AN APPROPRIATION ADJUSTMENT FROM  
COUNTY'S INFORMATION TECHNOLOGY LEGACY MODERNIZATION  
FUND TO IMPLEMENT BETTER OUTCOMES THROUGH OPTIMIZING  
SYSTEMS TECHNOLOGY COMPREHENSIVE DATA MANAGEMENT  
SYSTEM FOR FISCAL YEAR 2023 - 2024  
DPH/CIO - Joshua Bobrowsky, Public Health Director Government Affairs,  
Craig Vincent-Jones, Deputy Director, CMS and  
Craig L. Kirkwood Jr., Deputy County Counsel

3. **PRESENTATION/DISCUSSION ITEMS:**

None available.

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

5. **Adjournment**

---

**FUTURE AGENDA TOPICS**

---

**CALENDAR LOOKAHEAD:**

- A) CEO/RE-DPSS  
FIFTEEN-YEAR LEASE  
USING COMMERCIAL PAPER NOTES TO FUND TENANT IMPROVEMENTS  
1500 HUGHES WAY, LONG BEACH  
AND  
ONE YEAR LEASE AMENDMENT  
17600 SANTA FE BOULEVARD, RANCHO DOMINGUEZ  
AND  
THREE MONTH LEASE AMENDMENT  
2959 VICTORIA STREET, RANCHO DOMINGUEZ
- B) CEO/RE - DECLARATION OF SURPLUS PROPERTY AND AUTHORITY TO  
ISSUE A NOTICE OF AVAILABILITY OF SURPLUS COUNTY PROPERTY FOR  
SALE TO PUBLIC AGENCIES AND AFFORDABLE HOUSING DEVELOPERS  
VARIOUS ASSESSOR'S PARCELS TOTALING APPROXIMATELY 31 ACRES  
UNINCORPORATED TOPANGA CANYON

C) CEO/CP - BOND ANTICIPATION NOTES  
AUTHORIZATION AND REIMBURSEMENT RESOLUTION

D) LASD/CIO - AUTHORIZE THE LOS ANGELES COUNTY SHERIFF'S  
DEPARTMENT TO PURCHASE NETWORK INFRASTRUCTURE UPGRADE

## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/18/2023	
<b>BOARD MEETING DATE</b>	11/7/2023	
<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>	Executive Office of the Board of Supervisors (EO)	
<b>SUBJECT</b>	Request for approval and authority to execute a contract for Broadcast, Management and Production Services for the County of Los Angeles Board of Supervisors.	
<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	
<b>DEADLINES/ TIME CONSTRAINTS</b>	The current contracts with Network Television Time, Inc. dba GovTV (NTT) and with Integrated Media Technologies, Inc. (IMT) expire March 31, 2024. Both provide services under the recommended new contract.	
<b>COST &amp; FUNDING</b>	<b>Total cost:</b> \$3 million per contract year; \$31.5 million aggregate for the 10 ½ year term (if exercised)	<b>Funding source:</b> Sufficient funding for these services is included in the EO's Fiscal Year (FY) 2023-24 Final Adopted Budget and an ongoing funding request will be submitted in the FY 2024-25 Recommended Budget.
	<b>TERMS (if applicable):</b> Initial term of eight (8) years with two (2) additional one-year extensions and six (6) month-to-month extensions for a maximum total term of ten (10) years and six (6) months.	
	<b>Explanation:</b> The Internal Services Department (ISD), along with the EO and contractors, operates and supports the Board Audio/Visual (A/V) Control Room, Board Hearing Room, broadcast control room, and other supported areas with multiple technology solutions, including media, display, audio, broadcast, and control systems. The awarded contractor, Pegasus Studios, will provide continuous broadcast/production services for televising meetings of the Board, other meetings, and special events. The awarded contractor will also be required to operate, maintain and support hardware, software, and the infrastructure to deliver consistent, network broadcast-level meetings.	
<b>PURPOSE OF REQUEST</b>	(1) Authorize the EO to award and execute the attached contract with Pegasus Studios to provide continuous broadcast/production services for televising meetings of the Board, other meetings, and special events with simultaneous closed captioning and Spanish translation, on-screen graphics, electronic transcripts, and related services, effective upon your Board's approval, for an initial term of eight years, with two additional one-year renewal options and six month-to-month extensions; (2) Authorize the EO to execute applicable contract amendments should the original contracting entity merge, be acquired, or otherwise have a change of entity, execute applicable amendments to make necessary changes which affect the scope of services and/or features to existing services to meet the County's needs, terminate for convenience, and make changes to the terms and conditions to align with Board policy changes and directives; and (3) Authorize the EO, by written notice to the Contractor, to increase the maximum contract sum by up to ten percent (10%) of the not-to-exceed contract amount annually.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	On November 5, 2014, the Board approved a contract with NTT to provide the County with production services for the videotaping of hearings and meetings of the Board of Supervisors. Additionally, on April 6, 2021, The Chief Executive Office (CEO) approved an emergency contract with IMT to provide Audio and Video Control Room and DAIS System Enhancement Services. The purpose of this recommendation is to replace the existing contracts with NTT and IMT, scheduled to expire March 31, 2024.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>DEPARTMENTAL CONTACTS</b>	<ul style="list-style-type: none"> <li>• Susan Huff, Administrative Deputy, (213) 893-2509, <a href="mailto:shuff@bos.lacounty.gov">shuff@bos.lacounty.gov</a></li> <li>• Michael Owh, Chief Deputy, ISD, (323) 267-2109, <a href="mailto:MOwh@isd.lacounty.gov">MOwh@isd.lacounty.gov</a></li> </ul>	

**EXECUTIVE OFFICE**



BOARD OF SUPERVISORS

**CELIA ZAVALA  
EXECUTIVE OFFICER**

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

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

**MEMBERS OF THE BOARD**

HILDA L. SOLIS

HOLLY J. MITCHELL

LINDSEY HORVATH

JANICE HAHN

KATHRYN BARGER

November 7, 2023

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

Dear Supervisors:

**REQUEST TO AWARD AND EXECUTE A CONTRACT FOR BROADCAST,  
MANAGEMENT, AND PRODUCTION SERVICES FOR THE COUNTY OF  
LOS ANGELES BOARD OF SUPERVISORS  
(ALL DISTRICTS – 3 VOTES)**

**CIO RECOMMENDATION: APPROVE**

**SUBJECT:**

Request delegated authority to the County of Los Angeles Board of Supervisors Executive Office (Executive Office) to award and execute a Managed Services (MS) Solution contract with Pegasus Studios to provide continuous broadcast and production services for televising meetings of the Board, other meetings, and special events with simultaneous closed captioning and Spanish translation, on-screen graphics, electronic transcripts, and related services.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Authorize the Executive Officer, or designee, to award and execute the recommended contract (Attachment 1), with Pegasus Studios to provide broadcast, management and production services for televising meetings of the Los Angeles County Board of Supervisors and related services, for an annual contract amount of \$3 million and an aggregate contract amount of \$31.5 million, for a term of eight years, plus two optional one-year extensions, and six month-to-month extensions, for a maximum total Contract term of ten years and six months, effective upon Board approval.

2. Authorize the Executive Officer, or designee, to (i) exercise the renewal options and month-to-month extensions in accordance with the recommended contract; (ii) upon review and approval as to form by County Counsel, execute applicable amendments to the contract to make necessary changes which affect the statement of work to add/delete services and/or features to existing services, terminate for convenience, and/or revise the terms and conditions to align with Board policy changes and directives; (iii) execute applicable contract amendments should the original contracting entity merge, be acquired, or otherwise have a change of entity.
3. Authorize the Executive Officer, or designee, by written notice to the Contractor, to increase the maximum contract sum by up to ten percent (10%) of the not-to-exceed contract amount annually.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:**

On November 5, 2014, the Board approved a contract with Network Television Time, Inc. (NTT) to provide the County with production services for the videotaping of hearings and meetings of the Board of Supervisors. Additionally, pursuant to Government Code section 8630 and Los Angeles County Code section 2.68 on April 6, 2021, the CEO approved an emergency contract with Integrated Media Technologies, Inc. (IMT) to provide technical telecommunications services for the Board Hearing Audio Control Room, including the Audio/Video Presentation System and DAIS System that serves the Board Hearing Room to support remote operations of the Board during COVID-19.

The purpose of this recommendation is to replace the existing contracts with NTT and IMT, scheduled to expire March 31, 2024.

Approval of recommendation number one will allow the County to contract with a single Managed Service Provider (MSP) to provide production and broadcast services of the Board meetings with simultaneous closed captioning and Spanish translation, on-screen graphics and electronic transcripts, as well as the operation, maintenance and support of the hardware, software, and the infrastructure to deliver consistent, network broadcast-level meetings for the County. The recommended contract will also streamline the County's contracting and monitoring process by replacing the current NTT and IMT contracts with a single contracted MSP.

Recommendation number two will allow the Executive Office to effectively manage the contract throughout its term.

Recommendation number three will allow the Executive Office to increase the maximum contract sum by up to ten percent (10%) of the not-to-exceed contract amount annually in order to allow for the purchase and maintenance of new/upgraded audio and video equipment as necessary to continue broadcast, management and production of Board meetings.

**IMPLEMENTATION OF STRATEGIC PLAN GOALS:**

The recommended actions support the County Strategic Plan Goal III.2.1 Enhance Information Technology Platforms to Securely Share and Exchange Data; Goal III.2.2 Leverage Technology to Increase Visibility of and Access to Services; and Goal III.2.3 Prioritize and Implement Technology Initiatives That Enhance Service Delivery and Increase Efficiency; and Goal III.3 Operational Effectiveness, Fiscal Responsibility, and Accountability, by providing the public and County employees easy access to Board meetings and transcripts, as well as expanding access to view live and archived Board meetings.

**FISCAL IMPACT/FINANCING:**

Sufficient funding for these services is included in Executive Office's Fiscal Year (FY) 2023-24 Final Adopted Budget, and an ongoing funding request will be submitted in the FY 2024-25 Recommended budget. The total amount of the contract is \$3 million per year and an aggregate of \$31.5 million over a period of 10 ½ years.

**FACTS AND PROVISION/LEGAL REQUIREMENTS:**

The recommended contract contains all of the Board required and policy provisions. The contract also includes appropriate provisions for confidentiality, the handling of security incidents and the required limits of applicable insurance for cyber liability, technology errors and omissions are also included.

Due to the highly specialized and technical nature of the contracted services, the recommended contract is not a Proposition A contract and is not subject to the Living Wage Program (County Code Chapter 2.221). Executive Office has determined that the services under the recommended contract do not impact Board Policy No. 5.030, "Low-Cost Labor Resource Program", due to the specialized nature of the services.

The Contractor agrees to maintain compliance with all contract requirements throughout the term of their contract. The contract has been approved as to form by County Counsel.

In compliance with Board Policy 6.020 “Chief Information Office Board Letter Approval”, the Office of the Chief Information Officer (OCIO) reviewed the information technology (IT) components of this request and recommends approval. The OCIO reviewed the Statement of Work and determined this recommended action does not include any new IT items that would necessitate a formal CIO Analysis.

### **CONTRACTING PROCESS**

On November 17, 2022, the Executive Office, in collaboration with the Internal Services Department (ISD), released a Request for Proposals (RFP) to contract with a firm to implement a Managed Services (MS) solution to provide continuous broadcast/production services for televising of meetings of the Board and to operate, maintain and support hardware, software and the infrastructure to deliver consistent, network broadcast-level meetings for the County. The solicitation was posted on the County’s “Doing Business with Us” web site (Attachment 3).

To increase opportunities and participation from County Preference Program vendors (i.e., LSBE, DVBE, and SE) and the CBE program, the Executive Office and ISD coordinated outreach efforts such as vendor fairs with the Office of Small Business and other County departments. At ISD’s virtual vendor events this contracting opportunity was also advertised, specifically to increase participation from our small business community.

A mandatory proposer’s conference was held on December 6, 2022, and was attended by representatives from six vendors. Two proposals were received by the February 9, 2023, deadline and all proposals were reviewed for responsiveness and compliance with minimum requirements set forth in the RFP. An evaluation committee comprised of subject matter experts from various County departments evaluated the proposals, in accordance with the evaluation process and criteria described in the RFP, including cost, proposer’s qualifications, approach to providing required services, system modernization recommendations, quality control plan, and demonstration of a streaming broadcasted meeting. None of the proposals were disqualified.

At the completion of the evaluation process, the proposal from Pegasus Studios was determined to be the highest ranked proposal. The non-selected proposer requested and received a debriefing on June 28, 2023. The non-selected proposer submitted a timely Notice of Intent to Request a Proposed Contractor Selection Review (PCSR). On June 29, 2023, the County entered into negotiations with Pegasus Studios and received a Letter of Intent. The non-selected proposer’s evaluation documents, as well as the highest evaluated proposal and corresponding evaluation documents were released to the non-selected proposer on July 3, 2023. Following the debrief, the non-selected proposer submitted a PCSR which was conducted by an independent reviewer, and the PCSR was



The Honorable Board of Supervisors  
November 7, 2023  
Page 5

found to have no merit. The proposer subsequently requested a County Independent Review (CIR) for the same assertions.

A summary of the CBE information for the recommended contractor is summarized in Attachment 4. On final analysis, selections were made without regard to gender, race, creed, color or national origin.

The contract allows for a Cost of Living Adjustment (COLA) increase if requested by the Contractor and approved by the County, consistent with the Board approved methodology and Policy.

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

Approval of recommendations will allow the County to contract with a single contractor to provide a Managed Services (MS) solution to ensure uninterrupted broadcasting of the Board meetings and will continue to enhance the County's efforts to open its Board meetings to members of the public.

**CONCLUSION**

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

Respectfully submitted,

Reviewed by

CELIA ZEVALA  
Executive Officer

PETER LOO  
Acting Chief Information Officer

CZ:sh

Attachments

c: Executive Office, Board of Supervisors  
Chief Executive Officer  
Chief Information Office  
Board Deputies  
County Counsel



[Home \(/LACoBids/\)](#) / 
 [Admin \(/LACoBids/Admin\)](#) / 
 [Open Solicitations \(/LACoBids/Admin/BidList\)](#) / 
 [Detail](#)

**+** Solicitation Detail

<b>Solicitation Number:</b>	RFP-ITS-I10605-S		
<b>Title:</b>	Broadcast, Management, and Production Services for the County of Los Angeles Board of Supervisors		
<b>Department:</b>	Internal Services Department		
<b>Bid Type:</b>	Commodity / Service	<b>Bid Amount:</b>	N/A
<b>Commodity:</b>	BROADCASTING SERVICES, TELEVISION		
<b>Description:</b>	1.1 The County of Los Angeles is one of the nation's largest counties with the largest population - nearly 10.1 million - of any count... <a href="#">More</a>		
<b>Open Day:</b>	11/17/2022	<b>Close Date:</b>	1/26/2023 2:00:00 PM
<b>Contact Name:</b>	Neary Ros	<b>Contact Phone:</b>	(562) 940-3089
<b>Contact Email:</b>	cros@isd.lacounty.gov		
<b>Last Changed On:</b>	11/17/2022 6:07:53 PM		

**Attachment  
File (2) :**

● [Click here to download attachment files.](#)

File Name	Description	Type	Size	Last Update On	
BroadcastServicesRFPITS-I10605-Spackage.pdf	Broadcast, Management, and Production Services RFP	.pdf	3195623	11-17-2022	<a href="#">Download</a>
AppB-ReqForms_Exhibit10-PricingSchedule.xlsx	Appendix B (Required Forms), Exhibit 10 (Pricing Schedule)	.xlsx	71602	11-17-2022	<a href="#">Download</a>

«« [«](#) [1](#) [»](#) »»

[Update \(/LACoBids/Admin/UpdateBid/kzNzU4Mw%3d%3dMTEzNzlyNT\)](/LACoBids/Admin/UpdateBid/kzNzU4Mw%3d%3dMTEzNzlyNT)



Powered by ISD | [Contact Us](#)

<b>FIRM/ORGANIZATION INFORMATION*</b>		Pegasus Studios	Integrated Media Technologies, Inc.						
<b>BUSINESS STRUCTURE</b>		LLC	Corporation						
<b>RACE/ETHNIC COPOSITION</b>									
OWNERS/PARTNERS/ ASSOCIATE PARTNERS	Black/African American	0	0						
	Hispanic/Latino	0	2						
	Asian or Pacific Islander	0	0						
	Native Americans	0	0						
	Subcontinent Asian	0	0						
	White	11	101						
Total # of Employees in California		11	54						
Total # of Employees (including owners)		11	103						
<b>COUNTY CERTIFICATION</b>									
CBE		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
LSBE		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<b>OTHER CERTIFYING AGENCY</b>									
		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

On final analysis and consideration of award, vendors were selected without regard to race, creed or color.



**CONTRACT BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**PEGASUS STUDIOS**

**FOR**

**BROADCAST, MANAGEMENT, AND PRODUCTION SERVICES  
FOR THE LOS ANGELES COUNTY BOARD OF SUPERVISORS**

## TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
<b>RECITALS</b> .....	<b>1</b>
<b>1 APPLICABLE DOCUMENTS</b> .....	<b>2</b>
<b>2 DEFINITIONS</b> .....	<b>3</b>
2.1 Standard Definitions .....	3
<b>3 WORK</b> .....	<b>4</b>
<b>4 TERM OF CONTRACT</b> .....	<b>5</b>
<b>5 CONTRACT SUM</b> .....	<b>6</b>
5.1 Total Contract Sum.....	6
5.2 Written Approval for Reimbursement.....	6
5.3 Notification of 75% of Total Contract Sum .....	6
5.4 No Payment for Services Provided Following Expiration- Termination of Contract.....	7
5.5 Invoices and Payments.....	7
5.6 Cost of Living Adjustments (COLA's).....	8
5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer.....	8
<b>6 ADMINISTRATION OF CONTRACT - COUNTY</b> .....	<b>9</b>
6.1 County Administration.....	9
6.2 County's Project Director .....	9
6.3 County's Project Manager .....	9
6.4 County's Contract Project Monitor .....	10
<b>7 ADMINISTRATION OF CONTRACT - CONTRACTOR</b> .....	<b>10</b>
7.1 Contractor Administration .....	10
7.2 Project Manager .....	10
7.3 Approval of Contractor's Staff .....	10
7.4 Contractor's Staff Identification .....	10
7.5 Background and Security Investigations .....	11
7.6 Confidentiality .....	11
<b>8 STANDARD TERMS AND CONDITIONS</b> .....	<b>12</b>
8.1 Amendments .....	12
8.2 Assignment and Delegation/Mergers or Acquisitions .....	13
8.3 Authorization Warranty .....	14

## TABLE OF CONTENTS

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

## TABLE OF CONTENTS

<b><u>PARAGRAPH</u></b>	<b><u>PAGE</u></b>
8.32 Notice to Employees Regarding the Federal Earned Income Credit .....	32
8.33 Notice to Employees Regarding the Safely Surrendered Baby Law.....	32
8.34 Notices .....	33
8.35 Prohibition Against Inducement or Persuasion .....	33
8.36 Public Records Act .....	33
8.37 Publicity .....	33
8.38 Record Retention and Inspection-Audit Settlement.....	34
8.39 Recycled Bond Paper .....	35
8.40 Subcontracting.....	35
8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program .....	36
8.42 Termination for Convenience.....	36
8.43 Termination for Default .....	37
8.44 Termination for Improper Consideration .....	38
8.45 Termination for Insolvency.....	39
8.46 Termination for Non-Adherence of County Lobbyist Ordinance .....	39
8.47 Termination for Non-Appropriation of Funds.....	39
8.48 Validity .....	39
8.49 Waiver .....	40
8.50 Warranty Against Contingent Fees .....	40
8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program.....	40
8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program .....	40
8.53 Time Off for Voting .....	40
8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking.....	41
8.55 Intentionally Omitted .....	41
8.56 Compliance with Fair Chance Employment Hiring Practices.....	41
8.57 Compliance with the County Policy of Equity .....	41
8.58 Prohibition from Participation in Future Solicitation(s).....	41
8.59 Injury and Illness Prevention Program .....	42



## TABLE OF CONTENTS

<b><u>PARAGRAPH</u></b>	<b><u>PAGE</u></b>
<b>9</b>	<b>UNIQUE TERMS AND CONDITIONS.....42</b>
9.1	Health Insurance Portability and Accountability Act of 1996 (HIPAA) .....42
9.2	Ownership of Materials, Software and Copyright.....42
9.3	Patent, Copyright and Trade Secret Indemnification.....43
9.4	Work Product and Background Intellectual Property ..... 44
9.5	Third Party Products.....45
9.6	Local Small Business Enterprise (LSBE) Preference Program..... 45
9.7	Social Enterprise (SE) Preference Program .....46
9.8	Disabled Veteran Business Enterprise (DVBE) Preference Program..... 47
<b>10</b>	<b>Survival.....48</b>
<b>STANDARD EXHIBITS</b>	
<b>A</b>	Statement of Work and Attachments
	Attachment 1: Equipment List
	Attachment 2: Board Workflows
	Attachment 3: Change Order Service Request/Acceptance Form
	Attachment 4: Contract Discrepancy Report (CDR)
	Attachment 5: Performance Requirements Summary (PRS)
<b>B</b>	Pricing Schedule
<b>C</b>	Contractor’s Proposed Schedule
<b>D</b>	County’s Administration
<b>E</b>	Contractor’s Administration
<b>F</b>	Contractor Acknowledgement, Confidentiality, and Copyright Assignment
<b>G</b>	Safely Surrendered Baby Law
<b>H</b>	Third Party Products

## **TABLE OF CONTENTS**

### **UNIQUE EXHIBITS**

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

- I Information Security and Privacy Requirements

#### **FORM REQUIRED AT THE COMPLETION OF THE CONTRACT INVOLVING INTELLECTUAL PROPERTY DEVELOPED-DESIGNED BY CONTRACTOR**

- J Contractor's Assignment and Transfer of Copyright

**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
PEGASUS STUDIOS  
FOR  
BROADCAST, MANAGEMENT, AND PRODUCTION SERVICES FOR THE  
LOS ANGELES COUNTY BOARD OF SUPERVISORS**

This Contract ("Contract") made and entered into this \_\_\_ day of \_\_\_\_\_, 2023 ("Effective Date") by and between the County of Los Angeles, hereinafter referred to as County and (Contractor Name), hereinafter referred to as "Contractor". (Contractor Name) is located at (Contractor Address).

**RECITALS**

WHEREAS, the County may contract with private businesses for Broadcast, Management, and Production Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Broadcast, Management, and Production Services; and

WHEREAS, this Contract is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services.

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

# 1 APPLICABLE DOCUMENTS

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

## **Standard Exhibits:**

- A Statement of Work and Attachments
  - Attachment 1: Equipment List
  - Attachment 2: Board Workflows
  - Attachment 3: Change Order Service Request/Acceptance Form
  - Attachment 4: Contract Discrepancy Report (CDR)
  - Attachment 5: Performance Requirements Summary (PRS)
- B Pricing Schedule
- C INTENTIONALLY OMITTED
- D County's Administration
- E Contractor's Administration
- F Contractor Acknowledgement, Confidentiality, and Copyright Assignment
- G Safely Surrendered Baby Law
- H Third Party Products

## **Unique Exhibits:**

### **Information Security and Privacy Requirements**

- I Information Security and Privacy Requirements

## **FORM REQUIRED AT THE COMPLETION OF THE CONTRACT INVOLVING INTELLECTUAL PROPERTY DEVELOPED-DESIGNED BY CONTRACTOR**

- J Contractor's Assignment and Transfer of Copyright

## 2 DEFINITIONS

### 2.1 Standard Definitions:

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

- 2.1.1 **Acceptance (Accepted):** The County's written approval of any tasks, subtasks, Support Services, Deliverables, and Solution (if applicable).
- 2.1.2 **As-Needed Services:** Services, including but not limited to, Time and Material (T&M) Services, software upgrades/additions, including customizations and/or additional software, for system upgrades not reflected in the system requirements, including, but not limited to, addition, deletion or modification of the application software functions, customizations, changes to current system outputs, new and modified reports, new screens and additional interfaces which Contractor may provide upon County's request therefore in the form of Optional Work in accordance with Paragraph 3.2 (Optional Work).
- 2.1.3 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.4 **Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.
- 2.1.5 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this contract.
- 2.1.6 **County Contract Project Monitor:** Person with responsibility to oversee the day-to-day activities of this contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the contractor.
- 2.1.7 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County's Project Manager.
- 2.1.8 **County Project Manager:** Person designated by County's Project Director to manage the operations under this contract.
- 2.1.9 **Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract
- 2.1.10 **Day(s):** Calendar day(s) unless otherwise specified.

- 2.1.11 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.12 Optional Work:** Additional professional services, if any, which may be provided by Contractor to County upon County's request and approval in accordance with Paragraph 3.2 (Optional Work).
- 2.1.13 Pool Dollars:** Absent an Amendment in accordance with Paragraph 8.1 (Changes to Contract), the maximum amount allocated under this Contract for the provision of Optional Work, including Professional Services, approved by County in accordance with the terms of this Contract.
- 2.1.14 Service(s):** Collectively, and as applicable, all work required from the Contractor as set forth in Exhibit A (Statement of Work) and otherwise in this Contract and Optional Work.
- 2.1.15 Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.1.16 Subcontract:** An agreement by the contractor to employ a subcontractor to provide services to fulfill this contract.
- 2.1.17 Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to contractor in furtherance of contractor's performance of this contract, at any tier, under oral or written agreement.

### 3 WORK

- 3.1** Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein. The Contractor will manage all components of the Board of Supervisors (BOS) Hearing room, Audio/Visual (A/V) Control Room, control room, and other supported areas with multiple technology solutions, including media, display, audio, broadcast, and control systems. The Contractor will provide all the services needed to operate and maintain the A/V technology and produce all aspects of BOS meetings. The Contractor is responsible for implementing a Managed Services (MS) Solution to support hardware, software, and infrastructure to deliver consistent, network broadcast-level BOS meetings, as specified in this Contract. The Contractor will provide the Services, fulfill the obligations to County, produce and deliver the Tasks/Deliverables, and retain the responsibilities set forth in this Contract, and more specifically, Exhibit A (Statement of Work). Contractor will provide the Services without causing a material disruption of County's operations.

- 3.2** During the term of this Contract, Contractor will provide the support and maintenance services for the Supervisors (BOS) Hearing room, Audio/Visual (A/V) Control Room, control room, and other supported areas described in this Contract, including Exhibit A (Statement of Work) in exchange for County's payment of the applicable fees for Support Services set forth on Exhibit B (Pricing Schedule).
- 3.3** The County may initiate Optional Work by providing written notice of the desired services to Contractor, and Contractor will advise County of Contractor's availability and schedule for performing the Optional Work. Contractor's performance of the Optional Work will be subject to County's written Acceptance of: (i) Contractor's schedule for meeting County's Optional Work request; (ii) Contractor's fees for such Optional Work using the Fixed Hourly Rate set forth in Exhibit B (Pricing Schedule); and (iii) if not in Exhibit B (Pricing Schedule), any other relevant pricing agreed to by the County. In accordance with the terms of this Contract, Subparagraph 8.1.2 (Change Orders), for any Optional Work requested by County following agreement on the Services, a Change Order (via the Service Request Form) will be prepared and executed by each of: (a) the County's Project Director or designee, and (b) Contractor's authorized representative(s).
- 3.4** If the Contractor provides any tasks, materials, services, or other work, other than as specified in this contract, the same will be deemed to be a gratuitous effort on the part of the contractor, and the contractor must have no claim whatsoever against the County.

#### **4 TERM OF CONTRACT**

- 4.1** The term of this Contract will be eight (8) years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** The County will have the sole option to extend this Contract term for up to two (2) additional one (1) year periods and six (6) month to month extensions, for a maximum total Contract term of ten (10) years and six (6) months. Each such extension option may be exercised at the sole discretion of the Executive Officer or his/her designee as authorized by the Board of Supervisors.

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.

- 4.3** The Contractor must notify EO when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to EO at the address herein provided in Exhibit D (County's Administration).

## **5 CONTRACT SUM**

### **5.1 Total Contract Sum**

**5.1.1** Contractor will provide all tasks, Deliverables, goods, services and other work specified under this Contract at rates not exceeding the rates and prices identified in Exhibit B (Pricing Schedule).

**5.1.2** The maximum Contract sum will be the total monetary amount payable by County to Contractor for supplying all the tasks, materials, Services, and Optional Work under and during the term of this Agreement ("Maximum Contract Sum"). If County does not Accept work under and in accordance with this Contract, no payment will be due to Contractor for such work. The Maximum Contract Sum, including all applicable taxes and Pool Dollars, authorized by County hereunder will not exceed \$30,000,000.00, unless the Maximum Contract Sum is modified by an Amendment to this Agreement pursuant to Paragraph 8.1 (Changes to Contract). The Maximum Contract Sum will cover the authorized payments for all elements of the System, including the Services and any Optional Work. The Maximum Contract Sum will not be adjusted for any costs or expenses whatsoever of Contractor. The County may, by written notice to the Contractor, increase the maximum annual compensation by up to 10% of the not-to-exceed Contract Sum annually. The County has sole discretion to expend some, all, or none of such budgeted amounts.

**5.1.3** Contractor's rates set forth in Exhibit B (Pricing Schedule) will remain firm and fixed and may not be increased during the Term of this Contract, including, without limitation, any Option extensions as set forth in Paragraph 4.0 (Term of Contract).

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

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

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

The Contractor must maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the



total contract sum under this Contract. Upon occurrence of this event, the Contractor must send written notification to EO at the address herein provided in Exhibit D (County's Administration).

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

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

#### **5.5 Invoices and Payments**

- 5.5.1** The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work and Attachments) and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments will be as provided in Exhibit B (Pricing Schedule) and the Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Contractor for that work.
- 5.5.2** The Contractor's invoices must be priced in accordance with Exhibit B (Pricing Schedule).
- 5.5.3** The Contractor's invoices must contain the information set forth in Exhibit A (Statement of Work and Attachments) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4** The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.
- 5.5.5** All invoices under this Contract must be submitted to the following addresses:

John-Pierre Abilla  
Executive Office, County Project Manager  
[JPAbilla@bos.lacounty.gov](mailto:JPAbilla@bos.lacounty.gov)

### **5.5.6 County Approval of Invoices**

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

### **5.5.7 Local Small Business Enterprises – Prompt Payment Program**

Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

## **5.6 Cost of Living Adjustments (COLA's)**

If requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may at the sole discretion of the County, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the twelve (12) month period preceding the contract anniversary date, which will be the effective date for any Cost of Living Adjustment (COLA). However, any increase must not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior twelve (12) month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Where the County decides to grant a COLA pursuant to this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this Contract) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase. Further, before any COLA increase will take effect and become part of this Contract, it will require a written amendment to this Contract first, that has been formally approved and executed by the parties.

## **5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

**5.7.1** The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

**5.7.2** The Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

**5.7.3** Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will

supersede this requirement with respect to those payments.

- 5.7.4** At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

## **6 ADMINISTRATION OF CONTRACT - COUNTY**

### **6.1 County Administration**

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

### **6.2 County's Project Director**

The role of the County's Project Director may include:

- 6.2.1** Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
- 6.2.2** Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

### **6.3 County's Project Manager**

The role of the County's Project Manager is authorized to include:

- 6.3.1** Meeting with the Contractor's Project Manager on a regular basis; and
- 6.3.2** Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.
- 6.3.3** The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

### **6.4 County's Contract Project Monitor**

The role of the County's Project Monitor is to oversee the day-to-day administration

of this Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The Project Monitor reports to the County's Project Manager.

## **7 ADMINISTRATION OF CONTRACT - CONTRACTOR**

### **7.1 Contractor Administration**

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

### **7.2 Project Manager**

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

**7.2.2** The Contractor's Project Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and will meet and coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

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

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

### **7.4 Contractor's Staff Identification**

All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge, visible at all times. Contractor bears all expense of the badging.

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

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

**7.4.3** If County requests the removal of Contractor's staff, Contractor must retrieve and return an employee's County ID badge to the County on the

next business day after the employee has been removed from working on the County's Contract.

## **7.5 Background and Security Investigations**

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

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

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

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

## **7.6 Confidentiality**

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

Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by

County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under this Paragraph 7.6 will be conducted by contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

**7.6.3** Contractor must sign and adhere to the provisions of Exhibit F1-IT (Contractor Acknowledgment, Confidentiality, and Copyright Assignment Agreement).

## **8 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments**

The authority to execute Amendments varies between departments and types of contracts.

**8.1.1** For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the contractor and by the Executive Officer, or his/her designee as authorized by the Board of Supervisors.

The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract will be prepared and executed by the Contractor and by the Executive Officer or his/her designee as authorized by the Board of Supervisors.

**8.1.2** The Executive Officer or his/her designee as authorized by the Board of Supervisors, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4 (Term of Contract). The contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract will be prepared and executed by the Contractor and by the Executive Officer or his/her designee as authorized by the Board of Supervisors.

### **8.1.3 Change Orders**

As set forth in Paragraph 3.4, the County Project Director may authorize additional related services and purchases under this Contract that do not exceed a total of \$100,000 (Pool Dollars) annually. For any change which requires Contractor to incur any additional costs or expenses using Pool Dollars, a written change order ("Change Orders") for As-Needed Services will be prepared and executed by an authorized representative of Contractor and County's Project Director or designee. For any Optional Work requested by County, a Change Order will be prepared and executed by each of: (a) the County's Project Director or designee, and (b) Contractor's authorized representative(s). County is specifically authorized to execute Change Orders for expenditure of Pool Dollars for acquisition of Optional Work under the Contract. Any requests for the expenditure of Pool Dollars must be approved in writing by the County's Project Director or designee.

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

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

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

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

## **8.3 Authorization Warranty**

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

#### **8.4 Budget Reductions**

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

#### **8.5 Complaints**

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

##### **8.5.1 Complaint Procedures**

- 8.5.1.1** Within two (2) business days after the Contract effective date, the contractor must provide the County with the contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.1.2** The County will review the contractor's policy and provide the contractor with approval of said plan or with requested changes.
- 8.5.1.3** If the County requests changes in the contractor's policy, the contractor must make such changes and resubmit the plan within two (2) business days for County approval.
- 8.5.1.4** If, at any time, the contractor wishes to change the contractor's policy, the contractor must submit proposed changes to the County for approval before implementation.
- 8.5.1.5** The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within two (2) business days of receiving the complaint.
- 8.5.1.6** When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.



**8.5.1.7** Copies of all written responses must be sent to the County's Project Manager within two (2) business days of mailing to the complainant.

## **8.6 Compliance with Applicable Law**

**8.6.1** In the performance of this Contract, Contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) will be conducted by contractor and performed by counsel selected by contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

## **8.7 Compliance with Civil Rights Laws**

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Additionally, Contractor certifies to the County:

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

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

**8.7.3** That Contractor has a system for determining if its employment practices

are discriminatory against protected groups.

- 8.7.4** Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

## **8.8 Compliance with the County's Jury Service Program**

### **8.8.1 Jury Service Program**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in [Sections 2.203.010 through 2.203.090 of the Los Angeles County Code](#).

### **8.8.2 Written Employee Jury Service Policy**

**8.8.2.1** Unless the Contractor has demonstrated to the County's satisfaction either that the contractor is not a "contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), the contractor must have and adhere to a written policy that provides that its Employees will receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the Employee's regular pay the fees received for jury service.

**8.8.2.2** For purposes of this paragraph, "contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury

Service Program must be attached to the agreement.

**8.8.2.3** If the contractor is not required to comply with the Jury Service Program when the Contract commences, the contractor will have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the contractor must immediately notify the County if the contractor at any time either comes within the Jury Service Program’s definition of “contractor” or if the contractor no longer qualifies for an exception to the Jury Service Program. In either event, the contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the contractor demonstrate, to the County’s satisfaction that the contractor either continues to remain outside of the Jury Service Program’s definition of “contractor” and/or that the contractor continues to qualify for an exception to the Program.

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

## **8.9 Conflict of Interest**

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

**8.9.2** The Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The contractor warrants that it is not now aware of any facts that create a conflict of interest. If the contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph will be a material breach of this Contract.

## **8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List**

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

## **8.11 Consideration of Hiring GAIN-GROW Participants**

**8.11.1** Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the Contractor. Contractors must 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 must be given first priority.

## **8.12 Contractor Responsibility and Debarment**

### **8.12.1 Responsible Contractor**

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

### **8.12.2 Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

### **8.12.3 Non-responsible contractor**

The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

#### **8.12.4 Contractor Hearing Board**

**8.12.4.1** If there is evidence that the Contractor may be subject to debarment, the Department will notify the contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

**8.12.4.2** The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or the contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

**8.12.4.3** After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

**8.12.4.4** If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material

evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

**8.12.4.5** The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the contractor has been debarred for a period longer than five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

**8.12.4.6** The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **8.12.5 Subcontractors of Contractor**

These terms will also apply to subcontractors of County contractors.

#### **8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's poster, Exhibit G (Safely Surrendered Baby Law) in a prominent position at the contractor's place of business. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/safely-surrender/>

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

**8.14.1** The Contractor acknowledges that the County has established a goal of

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

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

### **8.15 County's Quality Assurance Plan**

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

### **8.16 Damage to County Facilities, Buildings or Grounds**

- 8.16.1** The Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the contractor or employees or agents of the contractor. Such repairs must be made immediately after the contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2** If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs must be repaid by the contractor by cash payment upon demand.

### **8.17 Employment Eligibility Verification**

- 8.17.1** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others

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

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

### **8.18 Counterparts and Electronic Signatures and Representations**

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

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

### **8.19 Fair Labor Standards**

The Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the contractor's employees for which the County may be found jointly or solely liable. The County of Los Angeles must comply with all provisions of the Labor Code of the State of California with regards to the Prevailing Wage Scale. Therefore, all contractors and sub-contractors must pay prevailing wage as applicable.

### **8.20 Force Majeure**

**8.20.1** Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure



arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

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

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

## **8.21 Governing Law, Jurisdiction, and Venue**

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

## **8.22 Independent Contractor Status**

**8.22.1** This Contract is by and between the County and the Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

**8.22.2** The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the contractor.

**8.22.3** The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers'

Compensation liability, solely employees of the contractor and not employees of the County. The contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the contractor pursuant to this Contract.

- 8.22.4** The Contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

### **8.23 Indemnification**

The Contractor must indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

### **8.24 General Provisions for all Insurance Coverage**

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

#### **8.24.2 Evidence of Coverage and Notice to County**

**8.24.2.1** Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.

**8.24.2.2** Renewal Certificates must be provided to County not less than ten (10) days prior to contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.

Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

**8.24.2.3** Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

**8.24.2.4** Certificates and copies of any required endorsements must be sent to:

County of Los Angeles

Executive Office of the Board of Supervisors

ATTN: Angel Ortega

[aortega@bos.lacounty.gov](mailto:aortega@bos.lacounty.gov)

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

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

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

County. The full policy limits and scope of protection also must apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **8.24.4 Cancellation of or Changes in Insurance**

Contractor must provide County with, or contractor's insurance policies must contain a provision that County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

#### **8.24.5 Failure to Maintain Insurance**

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

#### **8.24.6 Insurer Financial Ratings**

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

#### **8.24.7 Contractor's Insurance Must Be Primary**

Contractor's insurance policies, with respect to any claims related to this Contract, must be primary with respect to all other sources of coverage available to contractor. Any County maintained insurance or self-insurance coverage must be in excess of and not contribute to any contractor coverage.

#### **8.24.8 Waivers of Subrogation**

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

#### **8.24.9 Subcontractor Insurance Coverage Requirements**

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

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

Contractor's policies will not obligate the County to pay any portion of any contractor deductible or SIR. The County retains the right to require contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond must be executed by a corporate surety licensed to transact business in the State of California.

#### **8.24.11 Claims Made Coverage**

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

#### **8.24.12 Application of Excess Liability Coverage**

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

#### **8.24.13 Separation of Insureds**

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

#### **8.24.14 Alternative Risk Financing Programs**

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

#### **8.24.15 County Review and Approval of Insurance Requirements**

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

## **8.25 Insurance Coverage**

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

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

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

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

### **8.25.4 Unique Insurance Coverage**

#### **8.25.4.1 Professional Liability-Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it must maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

#### **8.25.4.2 Cyber Liability Insurance**

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

#### **8.25.4.3 Installation Floater**

Insurance that covers all property to be installed (including labor) for the full contract value (without coinsurance) against loss or damage until completion and acceptance by the County.

### **8.26 Liquidated Damages**

**8.26.1** If, in the judgment of the Department Head, or his/her designee, the contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, 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 Department Head, or his/her designee, in a written notice describing the reasons for said action.

**8.26.2** If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the contractor over a certain time span, the Department Head, or his/her designee, will

provide a written notice to the contractor to correct the deficiency within specified time frames. Should the contractor fail to correct deficiencies within said time frame, the Department Head, 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 time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is \$1500 per day per infraction, or as specified in Attachment 5 (Performance Requirements Summary (PRS)) Chart of Exhibit A (Statement of Work and Attachments) hereunder, and that the contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the contractor; and/or (c) Upon giving five (5) days notice to the contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the contractor from the County, as determined by the County.

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

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

## **8.27 Most Favored Public Entity**

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

## **8.28 Nondiscrimination and Affirmative Action**

**8.28.1** The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti discrimination laws and regulations.

**8.28.2** Contractor certifies to the County each of the following:



- 8.28.2.1** That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 8.28.2.2** That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 8.28.2.3** That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.28.2.4** Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 8.28.3** The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4** The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6** The Contractor will allow County representatives access to the contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7** If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission

that the contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the contractor has violated the anti-discrimination provisions of this Contract.

**8.28.8** The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

**8.29 Non Exclusivity**

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

**8.30 Notice of Delays**

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

**8.31 Notice of Disputes**

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

**8.32 Notice to Employees Regarding the Federal Earned Income Credit**

The Contractor must notify its employees, and will require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

**8.33 Notice to Employees Regarding the Safely Surrendered Baby Law**

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

**8.34 Notices**

All notices or demands required or permitted to be given or made under this Contract must be in writing and will be hand delivered with signed receipt or mailed

by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits D (County's Administration) and E (Contractor's Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Executive Officer, or his/her designee, will have the authority to issue all notices or demands required or permitted by the County under this Contract.

### **8.35 Prohibition Against Inducement or Persuasion**

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

### **8.36 Public Records Act**

**8.36.1** Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

### **8.37 Publicity**

- 8.37.1** The Contractor must not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County will not inhibit the contractor from publishing its role under this Contract within the following conditions:
- 8.37.1.1** The Contractor must develop all publicity material in a professional manner; and
  - 8.37.1.2** During the term of this Contract, the Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County will not unreasonably withhold written consent.
- 8.37.2** The contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37 (Publicity) will apply.

### **8.38 Record Retention and Inspection-Audit Settlement**

The contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. The contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.1** In the event that an audit of the contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the contractor or otherwise, then the contractor must file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under

this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s)  
8.38.3. Failure on the part of the contractor to comply with any of the provisions of this subparagraph 8.38 will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

**8.38.2** If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the contractor, then the difference must be either: a) repaid by the contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the contractor, then the difference will be paid to the contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

### **8.39 Recycled Bond Paper**

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

### **8.40 Subcontracting**

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

**8.40.2** If the Contractor desires to subcontract, the contractor must provide the following information promptly at the County's request:

**8.40.2.1** A description of the work to be performed by the subcontractor.

**8.40.2.2** A draft copy of the proposed subcontract; and

**8.40.2.3** Other pertinent information and/or certifications requested by the County.

**8.40.3** The Contractor must indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the contractor employees.

**8.40.4** The Contractor will remain fully responsible for all performances

required of it under this Contract, including those that the contractor has determined to subcontract, notwithstanding the County's approval of the contractor's proposed subcontract.

- 8.40.5** The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The contractor is responsible to notify its subcontractors of this County right.
- 8.40.6** The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, contractor must forward a fully executed subcontract to the County for their files.
- 8.40.7** The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8** The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, contractor must ensure delivery of all such documents to:

Executive Office of the Board of Supervisors

Attention: Angel Ortega

[aortega@box.lacounty.gov](mailto:aortega@box.lacounty.gov)

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

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

**8.42 Termination for Convenience**

- 8.42.1** This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination

becomes effective will be no less than ten (10) days after the notice is sent.

**8.42.2** After receipt of a notice of termination and except as otherwise directed by the County, the contractor must:

**8.42.2.1** Stop work under this Contract on the date and to the extent specified in such notice, and

**8.42.2.2** Complete performance of such part of the work as would not have been terminated by such notice.

**8.42.3** All material including books, records, documents, or other evidence bearing on the costs and expenses of the contractor under this Contract must be maintained by the contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

### **8.43 Termination for Default**

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

**8.43.1.1** Contractor has materially breached this Contract; or

**8.43.1.2** Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

**8.43.1.3** Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

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

**8.43.2** Except with respect to defaults of any subcontractor, the contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires,

floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

**8.43.3** If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

**8.43.4** The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.44 Termination for Improper Consideration**

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.

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

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



## **8.45 Termination for Insolvency**

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

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

**8.45.1.2** The filing of a voluntary or involuntary petition regarding the contractor under the Federal Bankruptcy Code;

**8.45.1.3** The appointment of a Receiver or Trustee for the contractor;  
or

**8.45.1.4** The execution by the contractor of a general assignment for the benefit of creditors.

**8.45.2** The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **8.46 Termination for Non-Adherence of County Lobbyist Ordinance**

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

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

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

## **8.48 Validity**

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

#### **8.49 Waiver**

No waiver by the County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.49 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.50 Warranty Against Contingent Fees**

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

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

#### **8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program**

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless contractor qualifies for an exemption or exclusion, contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with [Los Angeles County Code Chapter 2.206](#).

#### **8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" will constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of contractor to cure such default within ten (10) days of notice will be grounds upon which County may terminate this contract and/or pursue debarment of contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

#### **8.53 Time Off for Voting**

The Contractor must notify its employees and must require each subcontractor to

notify and provide to its employees, information regarding the time off for voting law ([Elections Code Section 14000](#)). Not less than ten (10) days before every statewide election, every contractor and subcontractors must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of [Section 14000](#).

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

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

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

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

#### **8.55 Intentionally Omitted**

#### **8.56 Compliance with Fair Chance Employment Hiring Practices**

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

#### **8.57 Compliance with the County Policy of Equity**

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

#### **8.58 Prohibition from Participation in Future Solicitation(s)**

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or

proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision will survive the expiration, or other termination of this Agreement.

#### **8.59 Injury and Illness Prevention Program**

Contractor will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

## **9 UNIQUE TERMS AND CONDITIONS**

### **9.1 Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

**9.1.1** Contractor expressly acknowledges and agrees that the provision of services under this Agreement 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 will 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.

**9.1.2** 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.

**9.1.3** Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, must maintain the confidentiality of any information obtained and must notify the 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 must indemnify, defend, and hold harmless 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.

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

**9.2.1** County will be the sole owner of all right, title and interest, including

copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, will execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

**9.2.2** During the term of this Contract and for five (5) years thereafter, the Contractor will maintain and provide security for all of the Contractor's working papers prepared under this Contract. County will have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

**9.2.3** Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and will be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

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

**9.2.5** Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under subparagraph 9.2.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subparagraph 9.2.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

**9.2.6** All the rights and obligations of this Paragraph 9.2 will survive the expiration or termination of this Contract.

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

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

or unauthorized disclosure and will support the Contractor's defense and settlement thereof.

**9.3.2** In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, will either:

**9.3.2.1** Procure for County all rights to continued use of the questioned equipment, part, or software product; or

**9.3.2.2** Replace the questioned equipment, part, or software product with a non-questioned item; or

**9.3.2.3** Modify the questioned equipment, part, or software so that it is free of claims.

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

#### **9.4 Work Product and Background Intellectual Property**

##### **9.4.1 Ownership of County Data.**

All County Data provided or made accessible to Contractor is and will remain the property of County. Upon termination or expiration of the Contract for any reason, or upon County's written request at any time, the Contractor will provide County, at no additional cost and no later than fifteen (15) calendar days after the termination, expiration or the County's request, any County Data or other proprietary data belonging to the County stored within the System. Such data will be provided to the County on an external media drive in a Platform-agnostic format or in any specific format reasonably requested by County. At the County's option, the Contractor will destroy all originals and copies of all such data, and other related information or documents.

##### **9.4.2 Ownership of Background Intellectual Property & Licensed Software.**

Contractor retains all right, title and interest in and to any such Background Intellectual Property and Licensed Software (including any modifications thereto made by Contractor). However, to the extent Background Intellectual Property constitutes or is incorporated into Work Product or required for County to fully exploit such Work Product or the System, Contractor hereby grants to County a perpetual, irrevocable, fully paid up, royalty free, transferable, sub-licensable, worldwide, non-exclusive right and license to use, prepare derivative works, and

otherwise fully exploit in connection with County's business, the Background Intellectual Property constituting or incorporated into the Work Product or otherwise delivered to County in connection with this Contract, and provided further that the Background Intellectual Property is not separately commercially exploited by County. Any and all Background Intellectual Property which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County's Project Director as proprietary or confidential, and will be plainly and prominently marked by Contractor as "PROPRIETARY" or "CONFIDENTIAL."

## **9.5 Third Party Products**

**9.5.1** Approved Third Party Products are identified in Exhibit H (Third Party Products). The Contractor will not use any Third Party Products without the prior written approval of the County to be granted or withheld in its sole discretion. In the event Contractor provides any Third Party Product to County in connection with this Contract, Contractor will obtain, at Contractor's sole cost and expense, a fully paid-up, royalty- free, worldwide, perpetual, nonexclusive license for County and County's agent agents and assigns, to use the Third Party Product for County's business purposes and activities.

## **9.6 Local Small Business Enterprise (LSBE) Preference Program**

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

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

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

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

**9.6.4.1** Pay to the County any difference between the contract amount and what the County's costs would have been if the

contract had been properly awarded;

**9.6.4.2** In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and

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

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

## **9.7 Social Enterprise (SE) Preference Program**

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

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

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

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

**9.7.4.1** Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

**9.7.4.2** In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and

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



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

**9.8 Disabled Veteran Business Enterprise (DVBE) Preference Program**

**9.8.1** This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in [Chapter 2.211 of the Los Angeles County Code](#).

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

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

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

**9.8.4.1** Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

**9.8.4.2** In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

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

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

## 10 Survival

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

Paragraph 1 (Applicable Documents)

Paragraph 2 (Definitions)

Paragraph 3 (Work)

Paragraph 5.4 (No Payment for Services Provided Following Expiration/Termination of Agreement)

Paragraph 7.6 (Confidentiality)

Paragraph 8.1 (Amendments)

Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)

Paragraph 8.6.2 (Compliance with Applicable Law)

Paragraph 8.19 (Fair Labor Standards)

Paragraph 8.20 (Force Majeure)

Paragraph 8.21 (Governing Law, Jurisdiction, and Venue)

Paragraph 8.23 (Indemnification)

Paragraph 8.24 (General Provisions for all Insurance Coverage)

Paragraph 8.25 (Insurance Coverage)

Paragraph 8.26 (Liquidated Damages)

Paragraph 8.34 (Notices)

Paragraph 8.38 (Record Retention and Inspection/Audit Settlement)

Paragraph 8.42 (Termination for Convenience)

Paragraph 8.43 (Termination for Default)

Paragraph 8.48 (Validity)

Paragraph 8.49 (Waiver)

Paragraph 8.58 (Prohibition from Participation in Future Solicitation(s))

Paragraph 9.2 (Ownership of Materials, Software and Copyright)

Paragraph 9.3 (Patent, Copyright and Trade Secret Indemnification)

Paragraph 9.4 (Work Product and Background Intellectual Property)

Paragraph 9.5 (Third Party Products)

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

**CONTRACTOR**

**PEGASUS STUDIOS**

By

\_\_\_\_\_ Name

\_\_\_\_\_ 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  
County Counsel

By \_\_\_\_\_  
Principal Deputy County Counsel

**CONTRACT FOR  
BROADCAST, MANAGEMENT, AND  
PRODUCTION SERVICES**

**TABLE OF CONTENTS OF EXHIBITS**

**STANDARD EXHIBITS**

- A STATEMENT OF WORK AND ATTACHMENTS
- B PRICING SCHEDULE
- C INTENTIONALLY OMITTED
- D COUNTY'S ADMINISTRATION
- E CONTRACTOR'S ADMINISTRATION

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

- F CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT
- G SAFELY SURRENDERED BABY LAW
- H THIRD PARTY PRODUCTS

**UNIQUE EXHIBITS**

- I INFORMATION SECURITY AND PRIVACY REQUIREMENTS

**FORMS REQUIRED AT THE COMPLETION OF THE CONTRACTS INVOLVING  
INTELLECTUAL PROPERTY DEVELOPED/DESIGNED BY CONTRACTOR**

- J CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

# ***STATEMENT OF WORK***

# **EXHIBIT A**

## **STATEMENT OF WORK FOR COUNTY OF LOS ANGELES**

### **BROADCAST, MANAGEMENT, AND PRODUCTION SERVICES FOR THE COUNTY OF LOS ANGELES BOARD OF SUPERVISORS**

## TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
Contents		
1.0	BACKGROUND .....	1
2.0	SCOPE OF WORK.....	1
3.0	DEFINITIONS.....	2
4.0	TASKS.....	5
4.1	TASK 1 – GENERAL ADMINISTRATION.....	5
4.1.1	Contractor’s Office .....	5
4.1.2	Emergency Service Request.....	5
4.1.3	Contractor’s Resources .....	5
4.1.4	Minimum Requirement .....	6
4.1.5	Monthly Meetings.....	6
4.1.6	Support Requirements .....	6
4.1.7	Staffing Requirements .....	7
4.1.8	Management Reporting.....	8
4.1.9	County Responsibilities .....	8
4.1.10	Board Meeting Success Planning and Governance.....	9
4.1.11	Managed Services (MS) Reports .....	9
4.1.12	Technical Account Manager (TAM) Services.....	10
4.1.13	Engineering Services / Support.....	10
4.1.14	24x7x365 Support.....	10
4.1.15	Workflow Scoping .....	11
4.1.16	Support Elements and Components .....	11
4.1.17	Software Managed Services .....	11
4.1.18	Software MS Report.....	11
4.1.19	Software Support – Control System/Single Pane .....	12
4.2	TASK 2 – EQUIPMENT MAINTENANCE SERVICES.....	13
4.2.1	Technicians.....	13
4.2.2	Additional Support Resources .....	13
4.2.3	Safety .....	14
4.2.4	Training .....	14

---

4.2.5	Work Area.....	14
4.2.6	Warranty.....	14
4.2.7	Equipment Listing and Pricing Schedule .....	16
4.2.8	Initial Equipment Inspection for System.....	16
4.2.9	Addition/Deletion and Updates.....	16
4.2.10	End of Service Life .....	17
4.2.11	Equipment under Warranty.....	18
4.2.12	General.....	18
4.2.13	Materials.....	18
4.2.14	Intentionally Omitted .....	19
4.2.15	Time & Material Services .....	19
4.2.16	Service Requests.....	21
4.2.17	Tracking and Reporting .....	22
4.2.18	Scheduled Meetings .....	25
4.2.19	County Observations .....	25
4.2.20	Health Checks.....	25
4.2.21	Health Check Intervals .....	26
4.3	TASK 3 – BROADCAST SERVICES .....	26
4.3.1	Live Broadcasts.....	26
4.3.2	Broadcast Equipment.....	26
4.3.3	Live Recordings.....	26
4.3.4	Reporting .....	28
4.3.5	Monitoring.....	28
4.3.6	Post-Production.....	28
4.3.7	Technical Consultation .....	28
4.3.8	Pre-recorded Content.....	28
4.3.9	Language Translation.....	28
4.3.10	Closed Captioning.....	28
4.3.11	Transcription.....	29
4.3.12	Graphics.....	29
4.3.13	Agenda Display.....	29
4.3.14	Streaming and Archiving .....	29
4.3.15	Streaming Accessibility .....	29
4.4	TASK 4 – AS-NEEDED SOFTWARE UPGRADES/ADDITIONS .....	30
4.5	TASK 5 – MEDIA WALL SUPPORT AND MAINTENANCE .....	30
4.6	TASK 6 – SYSTEM MODERNIZATION .....	31
4.7	PLANNING.....	31
4.8	INSTALLATION AND REMOVAL.....	32

---



4.9	DESIGN AND CONFIGURATION .....	32
4.10	TEST AND ACCEPTANCE .....	32
4.11	TRAINING .....	32
4.12	OPTIMIZATION.....	32
5.0	INVOICING AND PAYMENTS .....	32
5.1.1	Preparation of Invoices .....	32
5.1.2	Additional Requirements for T&M Services .....	33
5.2	Invoice Submission .....	34
5.3	County Approval of Invoices .....	34
6.0	Remedies .....	34
6.1	Remedies: Error Resolution .....	35
6.2	Support Options/Service Level Requirements.....	37
7.0	PERFORMANCE REQUIREMENTS SUMMARY (PRS) .....	39
8.0	SUBCONTRACTORS .....	40
9.0	QUALITY ASSURANCE/QUALITY CONTROL (QA/QC) .....	41
10.0	CONTRACT TRANSITION.....	42

## **SOW ATTACHMENTS**

- Attachment 1:      Equipment List**
- Attachment 2:      Board Workflows**
- Attachment 3:      Change Order Service Request/Acceptance Form**
- Attachment 4:      Contract Discrepancy Report (CDR)**
- Attachment 5:      Performance Requirements Summary (PRS)**



## **1.0 BACKGROUND**

The County of Los Angeles (County) Board of Supervisors (BOS) Hearing Room is a highly specialized meeting room for in-person, remote, and hybrid BOS public meetings. The BOS Hearing room located in the County Hall of Administration (500 West Temple Street, Los Angeles, CA 90012), is where the BOS, County staff, and the public meet to conduct official County business. The primary use of this facility is to host regular and special BOS meetings, informational meetings, committee meetings, and commission meetings. For the benefit of residents who cannot attend in person, BOS meetings are broadcast live to all residents who subscribe to local cable television service, and are available on-demand online.

The BOS Executive Office (EO) and Contractor(s), operate and support the Board Audio/Visual (A/V) Control Room, Board Hearing room, broadcast control room, and other supported areas with multiple technology solutions, including media, display, audio, broadcast, and control systems as described in the Board Workflows (Attachment 2).

Current support includes day-to-day operations, on-site support and production of the weekly Board meetings, maintenance, and upgrades of existing equipment, generating broadcast quality streams for live streaming and broadcast by third parties, providing interpretation and translation services, and support for additional Board meetings and functions. The existing A/V equipment is comprised of a mix of analog and digital equipment that must interface seamlessly to provide both a broadcast-quality stream and a hybrid stream for live streaming.

Under this Contract, Contractor will manage all components of current system and provide all the services needed to operate and maintain the A/V technology and produce all aspects of BOS meetings. Additionally, Contractor is expected to modernize the current A/V system to a state of the art broadcast/presentation system for recording and broadcasting Board meetings and County produced videos. This may include system design, equipment selection, component installation, training, and integration of broadcast, presentation, A/V, and broadcast scheduling equipment.

## **2.0 SCOPE OF WORK**

Contractor will be responsible for implementing a Managed Services (MS) Solution to support hardware, software, and infrastructure to deliver consistent, network broadcast- quality BOS meetings. Services include, but are not limited to the following:

- Furnish all labor, supervision, equipment materials, supplies, and all other items necessary to perform the services required, except as provided elsewhere in this Statement of Work (SOW).
- Perform all routine maintenance, repair, and replacement of all A/V equipment at the level necessary to achieve its useful life (on a Time and Materials basis)

- Provide quality, efficient, technical and professional service to the County and must perform all work required under this SOW.
- Provide qualified technical staff, operators, and personnel trained in the specific aspects of meeting coverage and use of the A/V systems. Technical staff, operators, and personnel must demonstrate proficiency with all relevant broadcasting equipment. Contractor staff will be both technically trained and competent to operate the County's production equipment.
- Provide technical consultation for the repair, modification, and upgrade of the County-owned production Equipment on the Equipment List (Attachment 1).
- Provide gavel to gavel meeting coverage, including production and direction, and secure the production equipment room after each use.
- Assess the existing A/V System and make necessary upgrades, if approved, in order to modernize current system.

### 3.0 DEFINITIONS

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

- 3.1 24/7 or 24x7x365:** 24 hours by 365 days per year, including weekends and Holidays.
- 3.2 8x5:** 8 Business Hours by 5 Business Days by 52 weeks per year, excluding weekends and Holidays.
- 3.3 Board Hearing Room (Dais):** The room that includes the video wall, camera/lens/filter, A/V equipment (e.g., devices on the Dais rack), and an all-in-one device.
- 3.4 Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 3.5 Business Day(s):** Mondays through Fridays, excluding Holidays.
- 3.6 Business Hours:** 8:00 AM to 5:00 PM Pacific Time on Business Days.
- 3.7 Contract Discrepancy Report (CDR):** Form issued by and at County Contract Program Manager's (EO) discretion when it is determined that the Contractor did not achieve satisfactory (an acceptable quality level) performance.
- 3.8 Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.
- 3.9 Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 3.10 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the

County to perform or execute the work covered by this contract.

- 3.11 Contractor's Service Request (SR) System:** The system used by the Contractor to receive SRs.
- 3.12 County Contract Project Monitor:** Person with responsibility to oversee the day-to-day activities of this contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 3.13 County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County Project Manager.
- 3.14 County Project Manager:** Person designated by County Project Director to manage the operations under this contract.
- 3.15 Day(s):** Calendar day(s).
- 3.16 Days of Operation:** Days services are required by Contractor.
- 3.17 Department Head:** Executive Officer of the Board.
- 3.18 Department:** Executive Office (EO) of the Board.
- 3.19 Engineering Change (EC):** Technical changes to an Equipment component to improve any combination of the performance, reliability, maintainability, or safety of Equipment.
- 3.20 Equipment List:** Attachment 1. A complete listing of all Equipment being maintained under Contract.
- 3.21 Equipment:** All equipment that is represented on the Equipment List. May refer to one or more or all of such items.
- 3.22 Equipment Room:** This room includes camera robotics and the control system as well as video broadcast service for internet/intranet.
- 3.23 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 3.24 Holiday(s):** County holidays.
- 3.25 Hours of Support:** Contractor's availability for Authorized Departments to place SRs for any issues involving Equipment.
- 3.26 New Control Room:** Room T-479 which comprise of the A/V equipment control console, and Channel 36 primary equipment.
- 3.27 OEM:** Original equipment manufacturer.
- 3.28 Old Control Room:** Room T-479-A which comprise of Channel 36 backup equipment and Snapstream (YouTube integration).
- 3.29 Performance Requirements Summary (PRS):** Attachment 5 (Performance Requirements Summary) identifies requirements of the Contract that will be monitored by County to ensure that Contractor meets Contract performance standards.

- 3.30 Remote:** When Contractor works on Equipment from a site that is different from where Equipment is physically located.
- 3.31 Resolution:** When SR has been completed and SR Ticket has been signed by Authorized Department and therefore it is deemed closed.
- 3.32 Response:** 1) When Contractor communicates with EO and provides a SR Ticket number, dispatches a Technician, and provides an estimated time of arrival. 2) When Technician arrives at service location. 3) Commencement of remote diagnostics.
- 3.33 Service Request (SR) Ticket:** Document as described in paragraph 4.2.15 of this SOW.
- 3.34 UPS Room:** Room T-479-B which includes A/V equipment such as Creston, planar, and Cisco switch.
- 3.35 Service Request (SR):** Equipment maintenance requests placed by EO to Contractor. Notification may come in the form of phone call, e-mail, or through Contractor's SR System. SRs are open upon placement by Authorized Department or EO and are closed upon Resolution.
- 3.36 Statement of Work (SOW):** This Exhibit A. The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 3.37 Support Option:** Level of service indicated on the Pricing Schedule per Equipment on the Equipment List.
- 3.38 Technician(s):** Contractor personnel dispatched to service Equipment either onsite or remotely.
- 3.39 Third-Party:** An entity that is not part to this Contract.
- 3.40 Time & Material (T&M):** The Hourly Labor Rate and Material Cost as set forth in the Equipment List for as-needed maintenance services to be performed on equipment by the Contractor

## 4.0 TASKS

The tasks in this Statement of Work are organized as follows:

- General Administration (Task 1)
- Equipment Maintenance Services (Task 2)
- Broadcast Services (Task 3)
- As-Need Software Upgrades/Additions (Task 4)
- Media Wall Support and Maintenance (Task 5)
- System Modernization (Task 6)

### 4.1 TASK 1 – GENERAL ADMINISTRATION

#### 4.1.1 Contractor's Office

Contractor will maintain an office with an email and telephone in the company's name where Contractor conducts business. The office will be staffed during Business Hours by at least one (1) employee who can respond to inquiries and complaints which may be received about Contractor's performance. When the office is closed, an answering service will be provided to receive calls and an email. Contractor will respond to calls received by the answering service within one (1) business day of receipt of the call and/or email. Contractor will also maintain an answering service and email when the Contractor's Office is closed with the policy that any calls or emails received will be returned within one (1) business day of receipt of the call or email.

#### 4.1.2 Emergency Service Request

Contractor will provide an emergency contact that can be reached 24/7.

#### 4.1.3 Contractor's Resources

Contractor will assign a sufficient number of qualified employees to perform all work in this SOW, including without limitation sufficient staff and resources to: monitor, track, and enforce vendor Quality Assurance/Quality Control (QA/QC), compliance of all documents and actions with applicable law as well as all terms and conditions of the Contracts, and timely reporting.

##### **Contractor's Program Director (Contractor's PD)**

Contractor's PD or designee will be responsible for the overall management/coordination of the Contract, and possess the full authority to act for the Contractor.

##### **Contractor's Program Manager (Contractor's PM)**

Contractor's PM or designee will act as the central point of contact of the Contractor. Duties include, but are not limited to:

1. Support the management of the Contract;
2. Ensure Contractor's Program team completes all deliverables and other requirements successfully and meets all deadlines.
3. Ensure overall County satisfaction with all Contractor's products and services throughout the term of the Contract.
4. Facilitate dispute resolution; and
5. Contractor's PM or designee will be available during Days of Operation.

The Contractor's PM is subject to the County's interview and approval. The County reserves the right to require a change in the Contractor's PM if the assigned Contractor's PM is not, in the opinion of the County, adequately serving the needs of the County. The Contractor's PM must be available to meet with County's staff, if needed, to resolve issues that may arise.

#### **4.1.4 Minimum Requirement**

Contractor's PM will have a minimum of one (1) year of experience within the last five (5) years managing programs of equivalent or similar services as described herein as determined by the County.

#### **4.1.5 Monthly Meetings**

At County's request and discretion, Contractor is required to attend a scheduled monthly meeting and any ad-hoc meetings.

#### **4.1.6 Support Requirements**

- Provide minimum 8 hours of support every Tuesday (46 weeks) to support Board of Supervisors meetings specifically or to support any additional activity in the Boardroom as needed. Staff to be on-site to oversee and support existing staff in the operation of board hearing meetings. Provide technical assistance, resolve issues and ensure the proper running of the A/V control room, broadcast control room, and dais.
- Contractor will provide the single point of contact for support issues related directly to the board operations and control room systems. Contractor will provide leadership engineering in support of all technical systems that support the board room and dais.
- Support of control room and related systems include the running and management of Board of Supervisor events in support of Board Hearing Room meetings (Monday – Friday, non-holiday).

- Develop and document Standard Operation Procedures (SOP) to maintain and operate equipment in A/V control room, broadcast control room, Board Hearing room, etc.
- Support also includes:
  - Requests for mock meetings, virtual meetings and any other event that Contractor is required to be on- site for operational support for four (4) or more additional meetings per week which may extend beyond 40 hours a week or an 8-hour workday. These events may include, but are not limited to, Commission meetings, press conferences, and special events.
  - Assistance with defining and establishing governance processes. Development of protocols and procedures in support of board meetings and events. Develop procedures and documents to support formal methods of operation for board events

#### **4.1.7 Staffing Requirements**

Contractor to provide, at minimum, one (1) of each of the following roles:

##### **On-Site A/V Technician**

- Full time on-site A/V technician will staff the A/V control room, broadcast control room, and dais 40 hours a week.
- Provides daily support; reports to the County Project Manager
- County to provide workspace
- 8:30 to 4:30 – 5 days a week
- General holidays and paid time off will be recognized

##### **Senior A/V Engineer**

- Provide weekly support for 46 meetings annually
- Provide support for up to 4 additional meetings per week
- Responsible for overall operation of the control room
- Available as needed in support of the control rooms and dais operations

##### **A/V Support Engineer**

- Provide on-site support, as needed
- Backup engineer to provide support, as needed
- Will be able to step in for either the on-site A/V technician or A/V engineer with a minimum of 48-hour notification
- 1 day a week support average



Contractor staffing support services include:

- Validation of all systems
- General oversight of operations
- Ensure stated technical functionality
- Control room operational readiness

#### **4.1.8 Management Reporting**

Contractor will provide, at a minimum:

- weekly reporting on support activities
- operational tracking and logs
- health check reports
- Contractor will compile all operational, system status and health check reports as well as a contract financial summary in quarterly business review meetings, coordinated, scheduled and conducted by the Contractor with County stakeholders.

#### **4.1.9 County Responsibilities**

County Provided Services

- County to provide support staff related to Board room technical environments not in the scope of this project.
- County will provide all direct Board communications with EO and the members.

Project / Support Manager

- Manager to support board meetings and events
- Communication oversight
- Coordination of meetings and events
- EO interface and oversight
- Governance and program management

Contract Exceptions

These areas not in scope or supported by this Contract

Environment/Systems

- Internal network environment
  - BOS and ISD networks not directly related to the control room
  - Cisco contract, licensing, support of equipment not directly related to the control room
- Microsoft software, licensing contract, support not directly related to the control room
- Security updates related to PC, Microsoft operating system (O/S), applications on the All-in-One PCs on the dais.

#### **4.1.10 Board Meeting Success Planning and Governance**

In addition to the services listed herein by Contractor and the responsibilities of County listed above, the below Success Governance Model will be implemented as part of this support agreement.

##### **Success Governance Model**

All teams involved in the meeting readiness and production process want to ensure mutual success of each meeting. In order to do so, the below success governance model will be implemented to accomplish the following goals:

1. Ensure all necessary parties are aware of all planned events or agenda items for the Tuesday Board meeting.
2. Ensure all necessary elements, infrastructure, and related items are tested and configured (system, furniture, mics, etc.) as part of Monday preparations for the Tuesday meeting.
3. Ensure any issues or questions are tracked down and mitigated.
4. Provide all members of the team with confidence in meeting success prior to meeting execution.

To deliver against these goals, all parties that are in some way affiliated with meeting production and operation will meet regularly. As part of this process, this group will be identified within the first month of contract execution and be taken through several business process improvement sessions to ensure necessary expectations and information channels are established. These meetings will take place on a weekly basis, on the day prior to a board meeting (Monday) unless otherwise requested due to holiday or meeting date change. These meetings will serve as a forum to discuss elements planned for the Tuesday meeting, and the necessary corresponding test cases or prep work to accomplish the expected goals.

It is critical that this team and cadence be established early in this process, and be supported by relevant department leaders, as this team will drive the ability for the operational and technical teams to successfully deliver the Tuesday Board meetings.

#### **4.1.11 Managed Services (MS) Reports**

Contractor engineers will provide support for all technology needs, from simple technical support questions to detailed consultations and troubleshooting. Contractor will provide a single point-of-contact for multi-vendor technology integration issues, including: initiating supporting tickets, tracking, and resolution. Contractor will manage the issue from start to finish, freeing up internal County resources.

Contractor will provide a MS summary report, which summarizes all activities, multi-vendor technology integration issues, tests, tickets and resolutions.

This report will include without limitation:

- a. Summary of all activities conducted and support tickets initiated during the invoiced period;
- b. Summary of test results;
- c. Summary of each deficiency identified by Contractor or County, root cause analysis report, its corrective action status, date of completion of each correction and date of County Project Director's approval of each correction.

For all hardware MS, County will pay the actual price expended by Contractor for the provision of hardware MS work that has received prior approval from the County Project Director.

#### **4.1.12 Technical Account Manager (TAM) Services**

Contractor will provide a dedicated TAM, acting in the capacity of the Senior Support Engineer. The TAM will be responsible for enabling the County to effectively plan and execute IT projects in alignment with stated business goals. The TAM provides a single point of contact for all Contractor services and support needs. The TAM provides best practice guidance, implementation oversight, and access to Contractor's subject matter experts and technical resources. Through collaboration with key County stakeholders, the TAM will identify and monitor key success metrics to meet the County's functional business requirements and protect A/V assets and investments. The TAM will also prepare and provide quarterly reporting of all contract activities and deliverables. The TAM will schedule, coordinate and conduct these quarterly meetings with identified County and other key vendor stakeholders.

#### **4.1.13 Engineering Services / Support**

Provide consultation, support, guidance, recommendations, and technical solutions to support the environment on an on-going basis. Provide strategic, and tactical solutions as needed to the County and the board room. Strategic design and tactical recommendations should be consistent with broadcast industry best practices.

#### **4.1.14 24x7x365 Support**

Provide 24x7x365 access to a dedicated support resource coordinator. The dedicated support resource may be included as part of Support Staffing and Management.

#### **4.1.15 Workflow Scoping**

Contractor will provide consulting services for development of complex workflow scoping needs. Contractor will provide a scope overview and expected utilization efforts within two (2) weeks of contract execution.

#### **4.1.16 Support Elements and Components**

Services include the following support elements:

- 24x7 Contractor Support Hotline
- Contractor Remote Engineering Support
- Technical Account Manager (Single Point of Contact)
- 3rd Party manufacturer warranty and/or maintenance support services, Case Management and Escalation
- TAM and Contractor Account Team Review
- Support areas include the following components:
  - Project Coordination and Oversight – Ongoing
  - Service Review Meetings – Monthly
  - System Health Inspections – Monthly
  - Upgrade Recommendations and Planning
  - Advanced Consulting – Cloud Migration Readiness
  - Advanced Consulting – Infrastructure Review
  - Advanced Consulting – Software Solution Design
  - Quarterly Health Check
  - Remediation of health checks to be scheduled through TAM

#### **4.1.17 Software Managed Services**

Contractor must provide software engineering and design to support new requests, improved system functionality, and manage and support existing software to industry standards. Support includes the A/V Control System and Single Pane environment. Software MS includes software support services that are outside of software upgrades.

#### **4.1.18 Software MS Report**

Contractor will provide a summary report, which summarizes all activities, multi-vendor technology integration issues, tests and tickets and resolutions.

This report will include without limitation:

- a. Summary of all activities and support tickets conducted during the invoiced period;
- b. Summary of tests results;
- c. Summary of each Deficiency identified by Contractor or County, its corrective action status, root cause analysis, date of completion of each correction and date of County's Project Director's approval of each correction.

These reports will be included in the quarterly business review coordinated, scheduled and conducted by the TAM.

#### **4.1.19 Software Support – Control System / Single Pane**

Support services includes general support for system operation and includes:

- General technical support
- Single Pane of Glass upgrades as required
- Support for software issues
- Resolution of software bugs
- Patching
- System maintenance
- Performance tuning

Contractor will provide 8x5 remote software support with 24-hour response in support of the current software environment. Support includes the A/V control system and Single Pane environment. Software support does not include any upgrades or changes to the existing environment.

Note: The County will provide IT and related services that need to be integrated and managed with the A/V software control system. The County owns the hardware (PC's), O/S, other third-party software and the internal network environment. These areas are integrated and work together with the A/V software layer to provide a functional system overall.

## **4.2 TASK 2 – EQUIPMENT MAINTENANCE SERVICES**

The Contractor will provide Equipment Maintenance Services on a Time and Materials basis. This service includes the support of systems, components, devices, and materials in support of the A/V control room, Board Hearing room, broadcasting control room, and Dais functions as part of the existing systems.

### **CONTRACTOR RESPONSIBILITIES**

Contractor's responsibilities are as follows:

#### **4.2.1 Technicians**

- 4.2.1.1 Retain enough Technicians with the specialization required to provide equipment maintenance services on the equipment represented on the Equipment List.
- 4.2.1.2 Technicians must be able to effectively communicate, in English, both orally and in writing.
- 4.2.1.3 Technicians must be approved by the County designated managers prior to contract award. If the Technicians change, Contractor will notify County and provide a resume for the proposed Technician for approval at least seven (7) Business Days prior to change.
- 4.2.1.4 Conduct background check on each Technician assigned to work under this Contract, as set forth in Contract, paragraph 7.5 (Background & Security Investigations).
- 4.2.1.5 Furnish Technicians with diagnostic equipment, tool kits to repair or replace components and/or parts, and service manuals to perform the needed services for all Equipment. Check equipment daily for safety.

#### **4.2.2 Additional Support Resources**

##### **4.2.2.1 Technical Solution Specialist**

Provides remote incident support & handles SRs from open to close.

##### **4.2.2.2 Account Support Manager**

Provides development and documentation of support plan including Contractor deliverables. Support planning and review includes product-based proactive firmware and software version analysis, proactive scans, and incident reporting.

##### **4.2.2.3 Customer Engineer (CE)**

Provide on-site Hardware repair when required.

##### **4.2.2.4 Critical Event Manager**

Internally monitor and coordinate the end-to-end processes by managing the incident process, escalation process, and organizing additional resources as required and provides regular updates.

### **4.2.3 Safety**

- 4.2.3.1 Use materials and equipment that are safe for the environment and safe for use by Technicians, according to the latest requirements of Federal, State, County and City regulations.
- 4.2.3.2 Contractor personnel are required to wear safety and protective gear according to California Occupational Safety & Health Administration (Cal/OSHA) and Federal Occupational Safety & Health Administration (OSHA) standards.

### **4.2.4 Training**

- 4.2.4.1 Provide training programs for all new Contractor personnel and continue in-service training for all Contractor personnel, including but not limited to:
  - Equipment maintenance services
    - Safe handling of Contractor equipment
    - OEM specialization training including training to maintain current with all updates required to service the Equipment represented in the Equipment List
- 4.2.4.2 Attend County training programs, if required by County (County will not reimburse for costs associated with attending training programs [e.g. travel, parking, and meeting hours]).

### **4.2.5 Work Area**

- 4.2.5.1 Ensure that the work area is kept clean and free of debris, as necessary, to maintain a safe working environment.
- 4.2.5.2 Perform repairs with as little disruption to the County's operations as possible.
- 4.2.5.3 Return all County property to its original position prior to leaving premises at the end of each working day, unless repairs or work area does not permit it.
- 4.2.5.4 Remove all tools, equipment and other work materials belonging to the Contractor from the premises at the end of each working day (County is not responsible for storage, damage, or loss of any Contractor property).

### **4.2.6 Warranty**

Contractor warrants that:

- 4.2.6.1 Contractor's services strictly comply with the specifications, requirements, standards, and representations set forth in this Contract.
- 4.2.6.2 Contractor will maintain Equipment free from defects in workmanship and materials so that all Equipment will conform to the performance capabilities, characteristics, specifications, functions, and standards applicable thereto as

published by the OEM thereof.

- 4.2.6.3 Contractor agrees to make reasonable efforts to maintain Equipment to conform to its original operating condition.
- 4.2.6.4 Contractor warrants that all tasks, deliverables, services, and other work performed under this Contract will be performed in a timely and workmanlike manner using only qualified Technicians familiar with the Equipment and its maintenance requirements.
- 4.2.6.5 Contractor warrants that all tasks, deliverables, services, and other work provided will conform to the specifications for and to the standards generally observed in the industry for the same or similar tasks, deliverables, services, and other work.
- 4.2.6.6 All T&M work performed on Equipment by Contractor will be warranted for a minimum of thirty (30) days from the date repair is completed. No additional charges will be paid to Contractor if a warranty call for such Equipment is placed within the thirty (30) day period.
- 4.2.6.7 These warranties will be voided by any of the following, in each case, unless otherwise approved by Contractor:
  - Misuse by County
  - Unauthorized modification by County
  - Operation in other than the specified operating environment
  - Improper maintenance by County
  - Unauthorized removal or alteration of product or parts identification labels
  - Failure caused by a product for which Contractor is not responsible pursuant to the terms of this Contract, as reasonably determined by County.
- 4.2.6.8 Without limiting any Response or Resolution requirements set forth in the SOW, promptly and thoroughly correct any and all defects, errors, and/or omissions in the tasks, deliverables, goods, services, and other services provided. The correction of all such defects, errors, or omissions will be at no cost to County. Nothing herein will limit County's right to damages or other relief recognized in law in regard to such defects, errors, or omissions.
- 4.2.6.9 All work provided by the Contractor will conform to the latest requirements of Federal, State, County and City regulations. Contractor will be responsible for compliance with all applicable laws, codes, rules and regulations in connection with work performed under this Contract.



#### **4.2.7 Equipment Listing and Pricing Schedule**

The Equipment List (Attachment 1) includes a complete listing of all Equipment being maintained under Contract. The Pricing Schedule (Exhibit B of the Contracts) includes T&M rate, and additional services with their rates/methodologies/formulas.

Pricing schedules will be evaluated on an overall basis.

#### **4.2.8 Initial Equipment Inspection for System**

Contractor will perform an inspection of the all A/V equipment to ensure operability within sixty (60) days of contract start date. Contractor will submit a written report verifying working order of all equipment that comprise A/V System within five (5) days of inspection. This report will include an updated Equipment List for County's review and approval. Contractor must provide a list of any equipment that requires repair and/or replacement, and cost for such repair and/or replacement. Once repaired and/or replaced, the Contractor will be required to maintain the equipment pursuant to 4.2.14 (Ongoing Maintenance Services) of SOW. This requirement applies to all subsequent equipment added during the term of the contract.

#### **4.2.9 Addition/Deletion and Updates**

EO, at its sole discretion, may update service levels, add/delete equipment, and add/delete additional services in the Equipment List.

- 4.2.9.1 All changes must be made in accordance with Contract, paragraph 8.1 (Amendments).
- 4.2.9.2 Changes will be made regularly/promptly to reduce T&M usage and to ensure that work performed is included as part of the annual maintenance cost. In the event that an SR is placed for Equipment not covered by Warranty, support services not represented on the Equipment List, the Equipment will be serviced under the support option elected by Authorized Department in writing. EO will be notified to begin the process of adding Equipment to Equipment List.
- 4.2.9.3 The standard effective date for addition of Equipment will be the first day of the month and the effective date for deletion of Equipment is the last day of the month, unless otherwise specified.
- 4.2.9.4 Upon receipt of a fully executed Amendment, update Contractor's database and inventory, within two (2) Business Days, to ensure Authorized Departments' SRs are honored.
- 4.2.9.5 Pricing methodology for Equipment added after the Contract execution:

- Equipment similar to models with like features covered under this Contract, will be priced the same as such Equipment.
- Equipment NOT similar to models with like features covered under this Contract, will be priced based on the same pricing methodology and discount rates utilized at Contract execution, and will in no event exceed the prices offered by Contractor to its current and potential government clients.
- Prices quoted are maximum. Contractor will reevaluate prices on an annual basis and offer lower prices or discounts when feasible. If it is determined that a government agency is obtaining lower prices on the same Equipment, Contractor will immediately extend the lower price to the County.

#### **4.2.10 End of Service Life**

Provide written notification to EO of any End of Service Life Equipment at least one (1) year in advance to ensure adequate service coverage.

#### **4.2.11 Equipment under Warranty**

Provide written notification to EO at least six (6) months in advance of County Equipment coming off warranty, including the following:

- 4.2.11.1 Equipment Make
- 4.2.11.2 Equipment Model
- 4.2.11.3 Equipment Serial Number
- 4.2.11.4 Equipment Location Address
- 4.2.11.5 County Contact Name
- 4.2.11.6 County Contact Phone Number

#### **4.2.12 General**

- 4.2.12.1 When a critical problem is identified during ongoing maintenance, Technician will provide EO with written notification of the issue and recommended solution.
- 4.2.12.2 Contractor will obtain County's approval of its security measures, such as authentication and encryption, which protect against unauthorized access to County's systems. Contractor will use such County-approved stringent security measures, such as authentication and encryption, when communicating with the service module to protect against unauthorized access, at all times during the term of this Contract.
- 4.2.12.3 Remote services, including but not limited to software and firmware repairs and updates, will be provided directly by OEM. Third party services will not be considered.
- 4.2.12.4 If elected Service Level specifies 24/7 Hours of Support, all work will be performed outside of 6:00 AM-6:00 PM Monday-Friday, unless otherwise specified and approved by the Authorized Department.

#### **4.2.13 Materials**

- 4.2.13.1 Provide materials (parts, attachments, features, etc.) necessary to maintain Equipment in original operating condition.
- 4.2.13.2 All materials will be OEM or alternates that meet or exceed OEM standards. Contractor will bear financial liability for any damages that result from using materials that do not meet OEM standards, including the expense of repairing or replacing damaged Equipment or property.

#### 4.2.14 (Intentionally Omitted)

#### 4.2.15 Time & Material Services

Contractor will be required to perform T&M services due to factors including, without limitation: emergency; any willful act, accident, negligence, abuse, or misuse of the Equipment; to add, modify, or refurbish existing facilities; electrical power malfunction or extreme heating, cooling or humidity ambient conditions; Equipment not represented on the Equipment List; Equipment excluded from maintenance due to end of life.

##### 4.2.15.1 Process

- Prior to performing T&M services, prepare and submit a written description of the work with an estimate of labor (time) and parts (materials) cost estimate, required to repair or service Equipment to EO. If the work exceeds Contractor's estimate, EO must approve the excess cost. In any case, no T&M work will commence without prior written authorization.
- Work will commence on the established specified date and be completed within the time allotted.
- A completed, signed SR will be attached to each T&M invoice submitted for payment.
- County reserves the right to perform T&M work itself or assign the work to another Contractor. **All T&M services must receive prior approval by County.**

##### 4.2.15.2 Services

T&M services may include, at a minimum:

- Relocate or transport Equipment
- Repair or realign Equipment due to changes to County's network or system configuration
- Services outside of elected Support Option/Service Level

##### 4.2.15.3 Additional Services

Options offered at additional cost:

- Recertification: Inspect Equipment that has lapsed in coverage to determine if equipment is in original operating condition and eligible for coverage. Once Equipment has passed inspection or brought to a supportable state, Equipment may be added at prices set forth in the Equipment List.

- Defective Media Retention (DMR): County retains defective hard disk or eligible SSD/flash drive components that County does not want to relinquish
- Comprehensive DMR: County retains additional components that have been designated by Contractor as having data retentive capabilities (e.g. memory modules, etc.)
- Warranty Uplift: The option to upgrade, uplift or extend the warranty services that comes with the purchase of hardware or software. Such service includes:
  - Self-repair service which includes remote diagnosis and remote remedy. Replacement parts are shipped and the County will install the necessary parts and returns any unused and defective parts to the Contractor. Parts and shipping to be covered by the Contractor.
  - Parts-only provides replacement parts at no charge. With parts-only service, the County can elect to install the replacement parts and return the defective parts to the Contractor or they can elect to have the Contractor perform the installation and parts return for an additional costs. Parts and shipping to be covered by the Contractor.
  - Unit replacement includes remote diagnosis and, if a covered product has a defective part, covers the cost of shipping an entire replacement product to the customer. The County returns the product with the defective part to the Contractor within a specific number of days
  - Pick-up service includes remote diagnosis, pick up of the product for repair, and return of the product to the County. Parts and shipping to be covered by the Contractor.
  - Mail-in service requires that the product be mailed for diagnosis and repair. Carry- in service requires that the product be brought into a predesignated location for diagnosis and repair.
- Provide on-site standby support for Equipment represented on the Equipment List during Board

Meetings.

#### **4.2.16 Service Requests**

##### **4.2.16.1 Customer Service Center**

- Maintain a toll-free telephone number, e-mail, and SR System for County to place SRs.
- Contractor must respond to the call within two hours or coverage window when software issue is reported for an SR and provide corrective support to resolve problems and assistance in troubleshooting problems and determining configuration parameters.
- Receive and respond to SRs, which may be placed twenty-four (24) hours per day, seven (7) days per week, or as specified by Service Level.
- SRs will be addressed during Business Hours or as specified by Service Level. If Service Level specifies 24/7 Hours of Support, SRs placed by phone will be answered by a live person (not an answering service).

##### **4.2.16.2 Opening Service Requests**

SRs will be made in the form of phone call, e-mail, or through Contractor's SR System. Authorized Departments or EO will provide Contractor with information on the Equipment brand and model and description of problem. Contractor will be responsible for adhering to the elected Support Option requirements of the Equipment.

4.2.16.3 Provide Authorized Department, in writing, the expected time frame required to perform services and replace parts (if applicable) for Authorized Department's consideration and approval.

4.2.16.4 Automatic Call Logging: Equipment submits SRs directly to Contractor through Remote Support Technology.

#### **Service Request Ticket**

Contractor's Technicians will provide Authorized Department personnel a SR Ticket for each SR before leaving County's premises or within one business day. SR Tickets must include:

- 4.2.16.5 Date(s) of service
- 4.2.16.6 Equipment Make
- 4.2.16.7 Equipment Model

- 4.2.16.8 Equipment Serial number
- 4.2.16.9 Equipment Location Address
- 4.2.16.10 Contract and Annual Billing Numbers
- 4.2.16.11 Full description of work completed including parts replaced
- 4.2.16.12 Authorized Department personnel name (print and signed) and employee identification number

#### **Incomplete Service Requests**

Contractor will notify Authorized Department in advance if service will exceed the required Resolution time.

- 4.2.16.13 If a SR is incomplete because parts or components must be ordered, Contractor's Technician will provide a full written description of the items to be ordered and the expected date of his/her return with the required items. If SR is for T&M services, estimated cost of parts will also be included. Authorized Department must approve and sign SR Ticket prior to ordering parts.
- 4.2.16.14 Approval to exceed required Resolution time is at Authorized Department's discretion. Contractor Project Manager will escalate issues through Contractor's chain of command if the Authorized Department experiences service-related problems. If after a reasonable effort, as determined by County, Contractor is unable to adequately repair Equipment, County reserves the right to request repair services from another vendor and Contractor will reimburse County for the cost of repair.

#### **4.2.17 Tracking and Reporting**

Maintain a tracking system that includes complete and accurate records, at all times, pertaining to the services performed under this Contract. The records to maintain are as follows:

##### **Service Requests**

Complete record of all SRs, including T&M. Records, at a minimum, will include:

- 4.2.17.1 Equipment class
- 4.2.17.2 Equipment make
- 4.2.17.3 Equipment model
- 4.2.17.4 Equipment serial number
- 4.2.17.5 Equipment location address
- 4.2.17.6 Contract number
- 4.2.17.7 Annual billing number
- 4.2.17.8 Contractor SR Ticket number
- 4.2.17.9 County SR Ticket number (if applicable)

- 4.2.17.10 Dates and times for SR action (opened, dispatched, on-site arrival, closed)
- 4.2.17.11 Total time from open to close of SR
- 4.2.17.12 Authorized Department name
- 4.2.17.13 Name of the person who opened the SR
- 4.2.17.14 Employee number
- 4.2.17.15 Full description of problem
- 4.2.17.16 Description of solution, including description of parts (if applicable)
- 4.2.17.17 SR Request Status (open, close)
- 4.2.17.18 T&M Information (if applicable)
  - Hourly labor cost (if applicable)
  - Material cost (if applicable)
  - Subtotal
  - Tax
  - Total

### **Service History**

Complete, documented service history of each piece of Equipment, for all SRs, including T&M. Records, at a minimum, will include:

- 4.2.17.19 Equipment class
- 4.2.17.20 Equipment make
- 4.2.17.21 Equipment model
- 4.2.17.22 Equipment serial number
- 4.2.17.23 Equipment location address
- 4.2.17.24 Contract number
- 4.2.17.25 Annual billing number
- 4.2.17.26 Contractor SR Ticket number
- 4.2.17.27 County SR Ticket number (if applicable)
- 4.2.17.28 Dates and times for SR action (opened, dispatched, on-site arrival, closed)
- 4.2.17.29 Total time from open to close of SR
- 4.2.17.30 Authorized Department name
- 4.2.17.31 Name of person who opened the SR
- 4.2.17.32 Employee number
- 4.2.17.33 Full description of problem
- 4.2.17.34 Description of solution, including description of parts (if applicable)
- 4.2.17.35 T&M Information (if applicable)
  - Hourly labor cost (if applicable)
  - Material cost (if applicable)
  - Invoice number (if applicable)
  - Invoice subtotal (if applicable)
  - Invoice tax (if applicable)
  - Invoice total (if applicable)



## Inventory

Maintain inventory list of all the Equipment covered by this Contract. Equipment Inventory records, at a minimum will include:

- 4.2.17.36 Equipment class
- 4.2.17.37 Equipment make
- 4.2.17.38 Equipment model
- 4.2.17.39 Equipment serial number
- 4.2.17.40 Equipment location address
- 4.2.17.41 Contract number
- 4.2.17.42 Annual billing number
- 4.2.17.43 Authorized Department name
- 4.2.17.44 Equipment status (effective date, cancellation date, cancellation reason)
- 4.2.17.45 Annual price

## Reports

Provide electronic ad hoc reports of records tracked above in tabular report format, compatible with Microsoft Excel, within one (1) Business Day of County's request.

In addition, provide scheduled reports at the specified intervals and dates below:

**Initial Inventory Report** (Due within 15 Business Days of Contract execution)

Complete inventory, including all records identified under Inventory.

**Inventory Report** (Due annually by April 15)

Complete inventory, including all records identified under Inventory.

**Service History Report** (Due quarterly by October 15, January 15, April 15, and July 15)

Service history for all Equipment, including all records identified under paragraph 4.2.16 (Service Records)

**Non-Service Report** (Due semi-annually by January 15 and July 15)

All Equipment that has not been serviced in the past six (6) months

**Firmware and Software Version Report** (Due semi-annually by January 15 and July 15):

Report of recommendations to ensure that firmware and software are at the recommended levels (subject to elected Support Option).

**Incident/SR Report** (Due quarterly by July 15, October 15, January 15 and April 15)

Report of SRs placed including Equipment, hardware material (part) consumption, estimated time of arrival on site / remote responses, mean time to repair, number of problems not repaired within one business day, equipment failing more than once per month (including number of failures and failure dates), dates closed or open, and resolution taken (subject to elected Support

Option).

**Proactive Scan Report** (Due semi-annually by January 15 and July 15):

Report of potential system configuration problems detected from data collected by scanning the environment (subject to elected Support Option).

**4.2.18 Scheduled Meetings**

County and Contractor will mutually agree to meet as-needed throughout the life of the Contract. EO will participate in all scheduled meetings between County and the Contractor. County will not reimburse for costs associated with attending meetings (e.g. travel, parking, and meeting hours).

**4.2.19 County Observations**

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

**4.2.20 Health Checks**

Contractor Managed Services provides scheduled proactive health checks to validate equipment fidelity, identify and/or remediate issues, and document changes. These scheduled services minimize intrusive procedures and unforeseen downtime.

- Inspection and maintenance of the system will be performed by onsite and/or remote access.
- Contractor technicians may also be required to perform on-site inspection and maintenance; to check physical infrastructure, workstation functionality, software versions, and any other non-critical physical maintenance, including tasks identified by weekly remote inspection.
- Contractor technicians work with the County team to develop an inspection checklist prior to start of maintenance services. This checklist will enumerate each system, device, and setting, which will be examined by Contractor technicians during on-site maintenance visits.
- Contractor engineering will provide remediation support based on the results and recommendations of scheduled health checks. This will provide for all system updates (applies to equipment under manufacturer support), cabling, manufacturer recommendations, and / or changes requested by the County.

#### **4.2.21 Health Check Intervals**

- Ad-hoc – Prior to each scheduled meeting and/or event, Control Room check out and validation of systems and operation (may be combined with weekly activities).
- Weekly – Control Room check out and validation of systems and operation.
- Monthly – Validation of all systems and equipment, testing of all systems and failover.
- Quarterly – System review and testing, perform upgrades as needed, device validation and calibration.
- All ad-hoc, weekly, monthly and quarterly health checks will be documented in a standardized County approved format or system, stored and accessible at all times to County staff.

### **4.3 TASK 3 – BROADCAST SERVICES**

Contractor is responsible for producing and distributing live broadcasts of the Board Meetings and other meetings and special events.

#### **4.3.1 Live Broadcasts**

Contractor must provide qualified personnel necessary to create live video feed and recording of the meetings. Contractor will provide video feed that is broadcast quality and meets broadcast technical standards, such as Advanced Television Systems Committee (ATSC) standards. Contractor will provide master video copy to broadcast station.

#### **4.3.2 Broadcast Equipment**

Contractor will operate, maintain and repair all equipment used for the broadcast and ensure fully operational system is available at all times.

#### **4.3.3 Live Recordings**

Contractor will record live meetings to various recording devices such as video servers, video tape, DVD, digital recorders, etc. provided by the County. Contractor will provide duplication of the meetings in various formats, including DVD copies, to be available immediately at the conclusion of each meeting. Contractor must support duplication of content in different formats, including DVD, tape, digital media, and provide cloud storage options for all content accessible by the County 24/7.

##### **a. Delivery of HD broadcast to KLCS:**

Contractor will record the BOS broadcast as a digital HD video file and transcode this file into a KLCS specified proprietary video for “playback” by KLCS. This file is delivered to KLCS digitally via a video transfer platform (e.g., We transfer or drop- box).

**b. Agenda/Video Chapters:**

The process of creating agenda/video chapters is a two-step process:

1. Create “preliminary time stamps” (chapter start marks) during the actual meeting. This creates “sync points” between the video and the BOS Meeting agenda document.
2. The precise start time is reviewed, corrected and perfected during postproduction.

**c. Media Archive: Upload SOP documents:**

Contractor will provide the EO a listing of all BOS Meeting agenda video links for each BOS broadcast. These video links are “inserted” into the SOP document by the EO office. When completed, Contractor uploads the SOP to the media archive, alongside the Certified Transcript produced by Contractor.

**d. BOS Transcripts:**

Contractor will create (3) levels of BOS transcripts for each BOS meeting including the preliminary BOS transcript delivered two (2) hours after each meeting, the corrected BOS transcript delivered the next day after the BOS Meeting, and the certified transcript delivered 5-10 days after each BOS Meeting.

**e. KLCS broadcast editing:**

Contractor will perform all video editing that is required for each BOS broadcast including editing a broadcast video opening and broadcast video close to each BOS Meeting broadcast. Additionally, editing is performed when “extreme language” is used during a BOS Meeting, or, if personal information such as someone’s personal address or phone number is spoken. All editing that may be required is completed prior to transcoding the completed video into the KLCS proprietary video file for KLCS playback.

**f. AT&T Listen-In Setup**

Contractor will to perform the activation and tracking of AT&T reservation-less bridge (toll free service for callers) as listen-in only telephonic lines in English, Spanish, and other languages as required by the County (live BOS Meeting broadcast).

**4.3.4**      **Reporting**

Contractor will provide reports and updates regarding status and function of Broadcast equipment.

**4.3.5**      **Monitoring**

Contractor will monitor and ensure live connectivity of Board meeting broadcasts, including distribution to the television operating and data center known as "Hollywood/AT&T Hub" along with any other future County-designated distribution sites, to allow live transmission. If connectivity fails, Contractor will notify appropriate party to troubleshoot problem and re-establish connectivity.

**4.3.6**      **Post-Production**

Contractor will provide routine and special post-production services by inserting opening and closing graphics, trimming non-meeting segments of recordings, when necessary or as directed by County.

**4.3.7**      **Technical Consultation**

Contractor will provide technical consultation and direction to County about operations and equipment used for production, distribution, and duplication.

**4.3.8**      **Pre-recorded Content**

Contractor may be required to edit a Board meeting to include pre-recorded "program opening" and "program closing" onto video.

**4.3.9**      **Language Translation**

Contractor will produce and provide simultaneous Spanish language translation, or other languages as required by the County, with a minimum of two (2) certified court interpreters, licensed by Judicial Council of CA. Interpreters must possess photo identification with proof of required license. Contractor will provide interpreters for other meetings and special events, as required.

**4.3.10**    **Closed Captioning**

Contractor will provide simultaneous professional real-time closed captions of Board Meetings, using state-certified writers. Contractor will maintain a closed captioning reader board in the Board Hearing room. Closed captioning will be provided for other meetings and special events, as required.

**4.3.11 Transcription**

Contractor will provide a preliminary transcript based on the closed captioning transcription within one (1) hour of the conclusion of the Board Meeting. Contractor will provide corrected transcripts of Board Meetings and corresponding searchable video segments within 24 hours, to be replaced within 10 working days by a certified transcript. Certified transcripts must be certified in the same manner that a transcript of a court trial is commonly certified. Corrected and certified transcripts must be created by state-licensed certified shorthand reporters. Transcription services will be provided for other meetings and special events, as required.

**4.3.12 Graphics**

Contractor will prepare, input, and test graphic information before each meeting to ensure proper keying of graphics. Graphics will include description of each Board agenda item to be displayed during discussion of that item. Contractor will superimpose names of speakers when they address the Board. Contractor will display how each Board member votes on non-consent agenda items. Content, fonts, colors, and other aspects must be approved by County. County to provide a professional graphics system to be operated and maintained by Contractor.

**4.3.13 Agenda Display**

Contractor will provide an on-screen, scrolling display of agenda items, date, names and titles of regular Board Meeting participants, and speakers' names.

**4.3.14 Streaming and Archiving**

Contractor will provide an Intranet and Internet video streaming solution for live streaming and archiving of Board Meetings. Contractor will maintain archives for the duration of the contract. The streaming and archiving solution must be searchable by words contained in the Board Meeting agenda document or closed captioning text. County will be sole owner of the content and media archives. Archives must be maintained so that County can transfer any or all of the archived media to a new medium or streaming platform. Contractor will coordinate with County IT staff to provide internal video feed that reduces bandwidth demands. Contractor will provide solution that supports at a minimum: unlimited storage; unlimited viewers and distribution; unlimited backups; unlimited systems monitoring; unlimited 24/7 technical support.

**4.3.15 Streaming Accessibility**

Contractor will provide streams that are accessible via any standard web browser. Streams will support at a minimum: Windows Media Format, H.264, mp4, and mp3 audio, including on-demand streaming to mobile devices. Streams will allow for live rewind/fast forward and the ability to "clip" segments of video to download, embed, or publish to alternate websites. Streams will include the ability to share video to social media platforms.

#### **4.4 TASK 4 – AS-NEEDED SOFTWARE UPGRADES/ADDITIONS**

County may from time to time, during the term of this Contract, submit to Contractor for Contractor's review written requests for software upgrades, including customizations and/or additional software, for system upgrades not reflected in the system requirements, including, but not limited to, addition, deletion or modification of application software functions, customizations, changes to current system outputs, new and modified reports, new screens and additional interfaces. In response to County's request, Contractor will submit to County for approval a quote describing the particular software upgrades and a not-to-exceed maximum fixed price to provide such software upgrades.

Contractor will provide County, at a minimum, the tasks and deliverables to be performed, scheduled system tests and warranty provisions, as applicable, Contractor staff resources needed (including hourly rates), and the maximum fixed price for such software upgrades. Any upgrades and/or modifications to system requirements resulting from software upgrades will be incorporated into, and become part of, the system requirements. All software upgrades, once completed, will become part of the system and will not increase the maintenance fees allocated for the term of the Contract.

Contractor will provide a flat rate for services for software additions that will be scoped by request.

- Requests will be estimated for approval
- Work will be priced and approved by the County contract project manager in writing prior to implementation.
- Implementation of additional software will include:
  - Specification
  - Coding
  - Testing
  - Deployment
  - Validation

#### **4.5 TASK 5 – MEDIA WALL SUPPORT AND MAINTENANCE**

##### Planar Video Wall Maintenance Program

- Support includes four (4) visits for maintenance, additionally with two (2) service visits as needed to provide maintenance and service for the wall.
- For all Media Wall Support, County will pay the actual price expended

- by Contractor for the provision of Media Wall Support work.
- Note: All parts and materials are included in this portion of the support agreement for the media wall.

#### **4.6 TASK 6 – SYSTEM MODERNIZATION**

Contractor will also provide recommendations, costs, and pricing to fully modernize the system currently described in Board Workflows (Attachment 2). This modernization will include best-practice recommendations for future-proofing the system. Recommendations can include everything from point upgrades to a full system re-design and replacement. Services under Task 6 (System Modernization) are considered optional work to be approved at the discretion of the County.

Items to be considered include (this is a non-exhaustive list):

- Hardware upgrades to control room equipment, broadcast integration, dais hardware, etc.
- Dedicated streaming platform for integration with multiple social media sites such as YouTube, Twitter, Zoom, WebEx, etc.
- Speaker arrays in the Board Meeting Room
- Acoustical treatments in the Board Meeting Room
- Migration planning to take advantage of Board Meeting recesses in order to minimize impact to scheduled Board Meetings
- Recommendations for operational improvements as the Board moves to both hybrid and in-person meetings
- Improvements for software such as the Single Pane used on the All-In-One PCs
- Improvements for remote site participation (e.g., Lancaster Library)
- Improvements for additional downstream participation, such as integrating remote ad-hoc participants who are using common video conferencing products
- Improved Disaster Recovery (DR) and/or Business Continuity Plans (BCP) that eliminate or mitigate existing single points of failure and provide for options to conduct Board Meetings outside of the current space
- Based on experience with other entities, provide recommendations to future-proof the system to be flexible enough to adapt to anticipated changes in broadcasts
- Recommendations for improving audience engagement and participation

#### **4.7 PLANNING**

The Board of Supervisors meets every week, with several breaks during the year. Planning for modernization will account for meeting schedules and the requirement for meetings to continue. If there is significant time to accomplish modernization tasks, Contractor will propose plans such as alternate meeting



locations or hybrid meetings in order to maintain meeting schedules.

Due to logistics and supply chain issues, equipment deliveries may also be delayed. As a result, Contractor will account for expected or known delays and develop contingency plans for any unexpected delays in deliveries.

#### **4.8 INSTALLATION AND REMOVAL**

Contractor will be responsible for removal of equipment to be replaced and for installation of any new equipment as part of the modernization.

#### **4.9 DESIGN AND CONFIGURATION**

Contractor will be responsible for design of the modernized system to ensure that it meets County requirements. Contractor will also perform initial configuration of the modernized system and components to fully function as specified by County.

#### **4.10 TEST AND ACCEPTANCE**

Contractor will provide a documented test and acceptance procedure and/or checklist to ensure that the modernized system and components function as specified by County.

#### **4.11 TRAINING**

Contractor will provide training, consisting of On-the-Job-Training (OJT) and/or separate training sessions on the modernized system, to County staff in all operational aspects. This training does not absolve the Contractor from being responsible for daily operation of the system.

#### **4.12 OPTIMIZATION**

For the duration of the contract, Contractor will perform system optimizations based on observations and updated best practices.

### **5.0 INVOICING AND PAYMENTS**

Contractor's invoices for Maintenance Services will be priced in accordance with the Pricing Schedule (Exhibit B of the Contract). Payments to Contractor will be as provided in the Sheet and Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing, no payment will be due to the Contractor for that work.

#### **5.1 Preparation of Invoices**

Prepare invoices as follows unless an alternate form or format has been authorized and/or required in writing by EO. Each invoice will, at a minimum, include:

- 5.1.1.1 Equipment class
- 5.1.1.2 Equipment make
- 5.1.1.3 Equipment model
- 5.1.1.4 Equipment serial number
- 5.1.1.5 Equipment location address
- 5.1.1.6 Contract number
- 5.1.1.7 Authorized Department name
- 5.1.1.8 Annual billing number
- 5.1.1.9 Billing period
- 5.1.1.10 Total billing period charges for each Equipment
- 5.1.1.11 Total charges
  - Include all factors used to derive the charges, such as units, extended prices, flat charges, etc.
  - Sales tax is not to be charged for services or for materials that are included in ongoing maintenance rate(s).

#### **5.1.2 Additional Requirements for T&M Services**

T&M services are invoiced based on the hours of labor and items required to maintain Equipment.

- Date and description of billable services, and/or materials provided.
- Only hours worked can be invoiced (e.g. parking and travel time will not be paid).
- Hourly labor rate begins upon Contractor's arrival at County facility and work has commenced (or if services are performed remotely, upon log-in to system) and ends upon Resolution.
- Services are invoiced at a one hour minimum with subsequent increments rounded up to thirty (30) minutes. Thirty (30) minutes will be charged at half of the hourly rate.
- Hourly labor rates are not taxable.
- Itemize all approved materials supplied for T&M (material cost will not exceed 10% markup of Contractor's acquisition cost). Material is taxable. The tax rate is based upon the city in which the services were performed. County will pay sales tax on approved parts supplied for T&M work.
- Subject to appropriate confidentiality restrictions, County may audit Contractor's acquisition costs.
- A completed, signed SR Ticket must be attached to each

- T&M invoice submitted for payment.
- Name of the individual who approved the work for the County

## **5.2 Invoice Submission**

- 5.2.1** Unless otherwise noted on the Equipment List, any and all of Contractor's invoices under this Contract must be received by the County at the following address, within fifteen (15) calendar days after the end of the applicable billing period:

County of Los Angeles  
Executive Office of the Board of Supervisors  
Attn: John-Pierre Abilla, JPAbilla@bos.lacounty.gov

- 5.2.2** All invoices submitted by the Contractor for payment must be correct, properly formatted, and delivered to the proper address, in accordance with the instructions above. Invoices submitted incorrectly will be rejected and returned.

## **5.3 County Approval of Invoices**

- 5.3.1** County will issue payment no later than sixty (60) days after receipt of correct invoices.
- 5.3.2** Subject to the above, approval for payment will be issued promptly for accepted work, and, in the absence of irregularities, payment should be made no later than sixty (60) calendar days following County's receipt of a properly prepared, correct invoice. County will not be liable or responsible for incorrect invoice submissions.
- 5.3.3** In no event will the County be liable or responsible for any payment prior to such written approval.
- 5.3.4** Contractor will not withhold services if payment is held or reduced.

## **6.0 REMEDIES**

### **CONTRACT DISCREPANCY REPORT (CDR)**

Verbal notification of a Contract discrepancy will be made to County PD as soon as possible whenever a Contract discrepancy is identified. The problem will be resolved within a time period mutually agreed upon by County and Contractor.

County PD will determine whether a formal CDR, in the form attached hereto as Attachment 4, (Contract Discrepancy Report), will be issued. Upon receipt of this document, Contractor is required to respond in writing to County PD within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all discrepancies identified in the CDR will be submitted to County Project Director(s) within five (5) business days.

Contractor is responsible for the resolution of all discrepancies as listed in the CDR. Contractor will respond to the CDR with its action plan. Contractor will consult County to

update the CDR as it remedies the discrepancy and/or modify the CDR accordingly. Contractor will comply with the CDR to resolve the discrepancy.

**6.1 Remedies: Error Resolution**

**A. Identification of Errors**

Within one (1) business day of an Error submission, a support and maintenance services staff team member will be assigned to respond via a telephone call to the submitting party to discuss and mutually establish the Error Severity Level and its resolution priority.

Errors, as detailed in Table 1.0 (Error Severity Level Definitions) below, may be identified either as a result of Contractor use of its own tools or as discovered by County or Contractor. If a Severity Level 1 or 2 Error is initially identified by Contractor, Contractor will notify the County within the timeframe identified in the table below. Upon discovery of an Error by County, County will report the Error to Contractor’s support and maintenance Services Staff via telephone with a follow-up electronic submittal clearly describing the Error for resolution in accordance with the Contract.

The Severity Level of an Error will be assigned by County as specified in Table 1.0 below (Error Severity Level Definitions). Based on Contractor’s proposed solution to correct the Error and/or workaround(s) for the Error, County may, in its sole discretion, escalate or downgrade the Error Severity Level.

**B. Error Severity Level Definitions**

County will assign one of the Severity Levels described below to each Error. Contractor will resolve such Errors within the timeframes as follows:

<b>Table 1.0 Error Severity Level Definitions</b>	
<b>Severity Level and Description</b>	<b>Resolution Time Requirement (subject to escalation by County)</b>
<p><b>SEVERITY LEVEL 1: CRITICAL</b></p> <ol style="list-style-type: none"> <li>1. Widespread System unavailability: or Error disrupts functionality to the extent System cannot be used.</li> <li>2. Any Security Breach that compromises the integrity of the system and/or the data contained therein.</li> </ol>	<p>Two (2) hours, beginning when County reports the Error to Contractor or upon Discovery of Error by Contractor, whichever occurs first.</p>

<p><b>SEVERITY LEVEL 2: SEVERE</b>  A problem that severely degrades the performance of System or materially restricts business; or restricts the use of one or more features of System to perform necessary business functions but does not completely restrict usage of System; or ability to use System, but an important function is not available, and operations are severely impacted.</p>	<p>Four (4) hours, beginning when County reports Error to Contractor or upon discovery of Error by Contractor, whichever occurs first.</p>
<p><b>SEVERITY LEVEL 3: MINOR</b>  A problem that causes only a minor impact on the use of System (e.g., report generation issues, issues with any non-Production Environment), but the problem can be easily circumvented; or the problem can cause some functional restrictions but does not have a critical or severe impact on operations.</p>	<p>One (1) calendar day, beginning when County reports Error to Contractor or upon discovery of Error by Contractor, whichever occurs first.</p>
<p><b>SEVERITY LEVEL 4: COSMETIC</b>  Cosmetic defects that do not affect the functionality but affect the general look and feel of System.</p>	<p>(a) the next Version Release or  (b) the next Scheduled Downtime, or  (c) as mutually agreed, whichever occurs first.</p>

**C. Resolution of Errors**

Contractor will either resolve or escalate an Error reported by County in accordance with the time frames set forth above. The time for resolving each Error will start tolling when County notifies Contractor of such Error by telephone or otherwise, or upon discovery of Error by Contractor, whichever occurs first, and will end when Contractor submits resolution of such Error to County for approval thereof, provided such resolution is thereafter so approved by County without prior rejection by County or significant delay in County's approval thereof.

Contractor acknowledges that, as part of corrective measures to resolve an Error, Contractor may be required to repair, replace or reinstall all or any part of system, or update system, to remedy such Error.

Contractor will assign a Support and Maintenance Services Staff team member to diagnose and determine the course of action to resolve Errors. Contractor will maintain ongoing communication with County regarding the status of correction of all Errors reported or discovered. In addition, County may contact Contractor personnel to inquire about the resolution status of any Error. For each day that an Error is not resolved past the Error Resolution Time Requirements, County may assess a One Thousand Dollar (\$1,000) credit per day until the Error is successfully resolved.

**D. Escalation**

County or Contractor may escalate an Error's Severity Level as necessary for resolution. Contractor will assist County with all aspects of Support and Maintenance Services and Error resolution and escalation as required by County. County may engage the support of Contractor at any time and for any aspects of System. If any Error is not resolved within the applicable resolution time set forth above, in addition to other remedies available to County set forth in the Contract, County will have the right to escalate the Error to the next Error Severity Level.

**E. Error Severity Level 3**

The assigned Support and Maintenance Services Staff team member will provide a recommended solution, via email or telephone call, for Severity Level 3 Errors within one (1) calendar day of Error submission, unless an extension of time is mutually agreed to by County and Contractor in writing.

The assigned Support and Maintenance Services Staff team member will update the submitting party on the status of the Error, via a telephone call, each business day until resolution and implementation of the recommendation is completed.

**F. Error Severity Level 4**

The assigned Support and Maintenance Services Staff team member will provide a recommended solution, via email or telephone call, for Severity Level 4 Errors, via earlier of (a) the next Version Release or (b) the next Scheduled Downtime, or (c) as mutually agreed.

**6.2 Support Options/Service Level Requirements**

Level	Hours of Support	Response	Resolution
1	24x7	Critical Within 15 minutes*	2 hours*
2	24x7	Critical Within 1 hour*	4 hours*
3	24x7	Within 4 hours*	1 Calendar Day*

<b>4</b>	<b>8x5</b>	Within 6 hours*	(a) the next Version Release, (b) the next Scheduled Downtime, or (c) as mutually agreed, whichever occurs first.
----------	------------	-----------------	--

\* Beginning when County requests service from or reports Error to Contractor, or upon discovery of Error by Contractor, whichever occurs first.

## **7.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

County will monitor required services as set forth in Attachment 5 (Performance Requirements Summary/PRS). The services set forth in the PRS are intended to be completely consistent with the Contract, and are not meant, in any case, to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract. In any case of apparent inconsistency between services as stated in the Contract and the PRS, the meaning apparent in the Contract will prevail. If any service seems to be created in the PRS which is not clearly and forthrightly set forth in the Contract, that apparent service will be null and void, and place no requirement on Contractor.

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

- 7.1 EO will immediately give verbal notice and written confirmation of a Contract discrepancy to the Contractor's PM or designee whenever a Contract discrepancy is identified. Contractor will resolve the problem within five (5) business days after notification, or a time period mutually agreed upon by County and Contractor.
- 7.2 EO will determine whether a formal Contract discrepancy report (CDR) will be issued. This includes discrepancies not resolved through verbal notices or discrepancies that warrant the bypass of a verbal notice. Upon receipt of a CDR, Contractor must respond in writing to EO within ten (10) days of CDR notice, acknowledging the identified discrepancies or presenting contrary evidence. Contractor will submit a corrective action plan for all deficiencies identified in the CDR to EO within fifteen (15) days of CDR notice. The corrective action plan, subject to approval by County, must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- 7.3 Reduce, suspend or cancel this Contract for systematic problems, deliberate misrepresentations or unacceptable levels of performance.
- 7.4 Failure of Contractor to comply with or satisfy the request(s) for improvement of performance, or to perform the neglected work specified within ten (10) business days, will constitute authorization for County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of Contractor's failure to perform said service(s), as determined by County, will be credited to County on Contractor's future invoice(s).
- 7.5 This paragraph does not preclude County's right to terminate the Contract, in accordance with the Contract, paragraph 8.42 (Termination for Convenience) and paragraph 8.43 (Termination for Default).



## 8.0 SUBCONTRACTORS

The requirements of this Contract may not be performed by any vendor other than Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

- **Subcontracting Process**

If the Contractor desires to subcontract (including assigning work to authorized partners), Contractor must submit the following documentation to County's Contract Manager for consideration:

- **Subcontractor Approval Request**
  - Contractor will request a "Subcontractor Approval Request" form from County's Contract Manager
  - Contractor will complete the form and have it signed by Contractor's Authorized Official
  - A separate form will be completed for each subcontractor
- **Subcontract Agreement**
  - Contractor will provide County's Contract Manager with a draft of the proposed subcontract between Contractor and subcontractor for approval, incorporating all Required Forms (Exhibits), as specified by County during the approval process.
  - Contractor will submit a completed and signed approved subcontract, including the description of work to be performed by the subcontractor.
- **Evidence of Insurance**
  - Subcontractor's current insurance that meets contract requirements.
  - An original additional insured endorsement that meets contract requirements.
  - Contractor will obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor.

Before any subcontractor may perform any work, Contractor will ensure delivery of up-to-date documents to County's Contract Manager.

- Other pertinent information and/or certifications requested by the County

Submission of the documents does not guarantee approval. County's Contract Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor will forward a fully executed subcontract to the County for their files.

## **Contractor's Responsibilities**

Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

- The submission of a subcontractor approval request does not relieve Contractor of any obligations stated in its agreement with the County of Los Angeles.
- Contractor will indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.
- County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. Contractor is responsible to notify its subcontractors of this County right.
- Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

## **9.0 QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)**

- **Quality Assurance**

County will monitor Contractor's performance under the Contract using the quality assurance procedures as defined in the Contract, paragraph 8.15 (County's Quality Assurance Plan).

- **Quality Control**

Contractor will maintain a comprehensive Quality Control Plan (QCP) to assure County a consistently high level of service throughout the term of the Contract. Contractor's QCP and any changes to the QCP must receive County's written approval in advance. The QCP will include, but may not be limited to, the following:

- Method in which Contractor intends to provide services of the Contract.
- The SR Response and Resolution process from open till closed, including the escalation process that takes place when an issue cannot be resolved without involving higher level Contractor personnel. Include the names and contact information of those involved in the escalation process and the time frames or schedules of when they would be contacted.
- Method of monitoring to ensure that Contract requirements are being met, including, but not limited to response times, repeat repairs, SR tracking, Equipment down-time, maintenance schedule, and how often reports identifying these issues are reviewed and by whom.

- Mechanism used to maintain and monitor all service records including but not limited to the specific software or tracking system used and how often reports are reviewed and by whom. Service records will, at a minimum, include the items identified in paragraph 4.2.16 (Service History).
- Technician training schedule, including but not limited to the date of training and the areas or Equipment types they are trained in.
- Mechanism Contractor uses to maintain records of all inspections conducted by Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action. All information will be provided to County upon request.
- Explanation of the process used from the time a formal complaint or Contract Discrepancy Report (CDR) has been received until such time a complaint or CDR has been resolved and completed.

## **10.0 CONTRACT TRANSITION**

In the event services end by either contract expiration or termination, it will be incumbent upon the Contractor to continue services, if requested by County, until new services can be completely operational. The Contractor acknowledges its responsibility to cooperate fully with the replacement contractor and the County to ensure a smooth and timely transition to the replacement contractor. Such transitional period will not extend more than 120 days beyond the expiration date of the contract, or any extension thereof. The Contractor will be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by the County.

## **SOW Attachments**

**Attachment 1: Equipment List**

**Attachment 2: Board Workflows**

**Attachment 3: Change Order Service Request/Acceptance Form**

**Attachment 4: Contract Discrepancy Report (CDR)**

**Attachment 5: Performance Requirements Summary (PRS)**

***Equipment List***

**APPENDIX B - REQUIRED FORMS  
EXHIBIT 10 - PRICING SCHEDULE  
(SOW ATTACHMENT 1 - EQUIPMENT LIST)**

Equipment/Product Description	Model Number	QTY.	Task 2: Equipment maintenance, software , repair and replacement costs are the responsibility of the County and all applicable costs and labor will be billed at the Time and Materials (T&M) rate upon request.									
			Total Annual Cost (Year 1):	Total Annual Cost (Year 2):	Total Annual Cost (Year 3):	Total Annual Cost (Year 4):	Total Annual Cost (Year 5):	Total Annual Cost (Year 6):	Total Annual Cost (Year 7):	Total Annual Cost (Year 8):	Total Annual Cost (Year 9):	Total Annual Cost (Year 10):
<b>UPS ROOM</b>												
Cisco Switch	C9300L-24P-4X	1										
Crestron 8-card interface	Crestron DMF-CI-8	1										
Digital virtual switcher	Crestron DM-NVX-D60 x1	1										
Video controller	Planar VCS	1										
UPS	RPS-4	1										
UPS	APC Rack PDU	1										
UPS	RPS-Main	1										
UPS	APC Rack PDU	1										
UPS	APC Smart UPS RT 5000	1										
UPS	APC Battery Pack	1										
UPS	APC Smart UPS RT 5000	1										
UPS	APC Battery Pack	1										
UPS	RPS-3	1										
UPS	APC Rack PDU	1										
UPS	RPS-2	1										
UPS	APC Rack PDU	1										
UPS	APC Smart UPS RT 5000	1										
UPS	APC Battery Pack	1										
UPS	APC Smart UPS RT 5000	1										
UPS	APC Battery Pack	1										
UPS	SCV-BAT-LB	1										
UPS	SCV-BAT-LB	1										
UPS	SCV-BAT-LB	1										
UPS	SCV-BAT-LB	1										
UPS	SCV-11021T	1										
UPS	SCV-11021T	1										
UPS	SCV-11021T	1										
<b>DAIS VIDEO WALL</b>												
GenSPEED 6000 CMP blue - for HDBase-T and Control (1000 FT)	7131900	1										
Corrugated Loom Tubing (1 lot)	CLT150F-X20	1										
48 Port Patch Panel - Modular	CP48BL	1										
RJ45 Category 6 Mini-Com Jack - Blue	CJ688TGBU	1										
Vertical Cable Manager - 6"	PRV6	3										
Door for 8" Vertical Cable Manager - 6"	PRD6	3										
Horizontal Cable Manager - 2RU	WMPH2E	2										
Rack Filler Panel - 1RU	DPFP1	1										
24 Port Patch Panel - Modular	CP24BL	1										
48 Port Category 5e Punchdown Patch Panel	DP485E88TGY	1										
Wall Mount Bracket for 48 Port Patch Panel (In MPOE)	WBH2	1										
5 foot - Blue	UTPSP5BU	10										
7 foot - Blue	UTPSP7BU	20										
10 foot - Blue	UTPSP10BU	20										
10 foot - Off White	UTPSP10Y	1										
Equipment Racks	Per 6.2.5	1										
19" wide 4 Post Rack, 45 RU Round Hole (Black)	E4DR19FM45U	2										
25U 4 Post Server Open Frame Rack	4POSTRACK25	1										
25U 4 Post Server Open Frame Rack Nuts	CABCAGENUITS	1										
25U 4 Post Server Open Frame Rack Screws	CABSCREWS - <b>Included in Row 69 above</b>	1										
3" spacer	STD108DET4	4										
Cable Tray (feet)	SB-17-12-YZN	50										
APC Smart-UPS 5000VA 208V Rackmount/Tower	SURTD5000RMLP3U	2										
APC Smart-UPS 5000 Battery Back-up	SURT192RMLBP3U	2										



**APPENDIX B - REQUIRED FORMS  
EXHIBIT 10 - PRICING SCHEDULE  
(SOW ATTACHMENT 1 - EQUIPMENT LIST)**

Equipment/Product Description	Model Number	QTY.	Task 2: Equipment maintenance, software , repair and replacement costs are the responsibility of the County and all applicable costs and labor will be billed at the Time and Materials (T&M) rate upon request.																	
			Total Annual Cost (Year 1):	Total Annual Cost (Year 2):	Total Annual Cost (Year 3):	Total Annual Cost (Year 4):	Total Annual Cost (Year 5):	Total Annual Cost (Year 6):	Total Annual Cost (Year 7):	Total Annual Cost (Year 8):	Total Annual Cost (Year 9):	Total Annual Cost (Year 10):								
Crestron Director	Crestron DM-XIO-DIR-ENT	1																		
Crestron Processor	Crestron CP4N	1																		
Crestron Processor	Crestron CP4N	1																		
Crestron Processor	Crestron CP4N	1																		
Crestron Processor	Crestron CP4N	1																		
(Rear Mounted)	cisco webex hdmi coverter	1																		
Cisco Webex Codec	cicso Room Kit Pro	1																		
Cisco Webex Codec	cicso Room Kit Pro	1																		
VGA to HDMI Scaler	x4	1																		
LifeSize video unit	Icon 600	1																		
(Rear Mounted)	Crestron DM-NVX-393	1																		
LifeSize video unit	LifeSize Collaboration Unit	1																		
(Rear Mounted)	Crestron DM-NVX-393	1																		
HDMI Encoder	BrightEye	1																		
HD Video Encoder	x4	1																		
Crestron Video Processor	Crestron HD-WP-4K-401G	1																		
APC UPS	APC UPS SRT 3000	1																		
APC UPS	APC UPS SRT 3000	1																		
(Rear Mounted)	Fiber Cable System Tray	1																		
(Rear Mounted)	Fiber Cable Organizer	1																		
(Rear Mounted)	Cisco SF100D-16	1																		
(Rear Mounted)	C9300L-48P-4X	1																		
(Rear Mounted)	Crestron DM-DGE-200-C	1																		
Signal Processor	For-A FA-9600	1																		
HDMI to USB Converter	Extron Media Port 200	1																		
Zoom PC	PC	1																		
Content	PC	1																		
Timer	PC	1																		
Crestron Chassis	DMF-CI-8	1																		
Crestron Chassis	DMF-CI-8	1																		
HDMI to SDI converter	x3 (NTT1, NTT2, NTT3)	1																		
HDMI to SDI converter	x1 (NTT4)	1																		
SDI Router	Ross Video Ultrix -FR2	1																		
SDI to HDMI converter	3x (NVX1, NVX2, NVX3)	1																		
SDI to HDMI converter	2x (NVX4, ZOOM)	1																		
OpenGear Frame	OGX-R-CN-P	1																		
APC UPS	APC UPS SRT 3000	1																		
BIAMP	Tesira Server-O	1																		
Patchbay	Bitree B96DC-Fanlh/E3	1																		
Patchbay	Bitree B96DC-Fanlh/E3	1																		
(Rear Mounted)	HD Video Encoder x1	1																		
(Rear Mounted)	Soundcraft 32 R	1																		
Amplifier	QSC DPA-4K4Q	1																		
Amplifier	QSC DPA-4K4Q	1																		
Amplifier	QSC DPA-4K4Q	1																		
Amplifier	QSC DPA-4K4Q	1																		
<b>COUNTY TV CHANNEL ON-AIR AUTOMATED PLAYBACK SYSTEM</b>																				
Tightrope Cablecast Flex HD Flex Server	CBL-FLEX4-540-16	1																		
Tightrope Carousel Digital Message Player	CAR-CG340-SDI	1																		
Tightrope Live Media Streaming Server	CBL-LIVE-350	1																		
12 x 12 HD Video Routing Switcher	Blackmagic Design ATEM 1 M/E	1																		
On-Air Channel Automatic Failover/Bypass Switch Detection System	Blackmagic Design ATEM 2 M/E	1																		
1 LCD Rackmount Monitor KVM Port Drawer	HIS-RL19 (Rev. H)	1																		



**APPENDIX B- REQUIRED FORMS  
EXHIBIT 10 - PRICING SCHEDULE  
(SOW ATTACHMENT 1 - EQUIPMENT LIST)**

Equipment/Product Description	Model Number	QTY.	Task 2: Equipment maintenance, software , repair and replacement costs are the responsibility of the County and all applicable costs and labor will be billed at the Time and Materials (T&M) rate upon request.																	
			Total Annual Cost (Year 1):	Total Annual Cost (Year 2):	Total Annual Cost (Year 3):	Total Annual Cost (Year 4):	Total Annual Cost (Year 5):	Total Annual Cost (Year 6):	Total Annual Cost (Year 7):	Total Annual Cost (Year 8):	Total Annual Cost (Year 9):	Total Annual Cost (Year 10):								
HD Video Broadcast Monitor for Setup and Scope Display	SEETEC P173-9HSD-RM-17.3	1																		
Dual Video HD Monitor for Channel On-Air confedence	Blackmagic HDL-SMTWSCOPEU04K2	1																		
4 Channel Dual Input Audio Mointor with 2 Speakers and selecter switch	Kramer DTAXR-IN4-F32	1																		
Video and Audio Embedder	Blackmagic CONVMSDIDA	1																		
Video Distribution Amplifier	AJA 12GDA 12G-SDI	1																		
Audio Distribution Amplifier	AJA 3GDA 3G-SDI	1																		
Video Patchbay 2 x 32 1.5RU Digital Video 4k bandwidth	Bittree B64T-2MWNHD	1																		
Video Blackburst Sync Generator	AJA Gen10 SD/HD/AES	1																		
Video Frame Syncronizer and Audio Management	AJA FS1-X Universal HD/SD Audio video framer	1																		
Video Up/Down Cross Conversion and distribution outputs	AJA UDC up/down/cross/converter	1																		
Materials, Cabling, installation supplies	Cabling	1																		
<b>OLD CONTROL ROOM</b>																				
Netgear LAN Switch	GS116	1																		
Spectrum Cable Modem	ARRIS DG1670A	1																		
APC UPS	APC Backup 1000	1																		
Spectrum ATX Encoder	Djivu mini	1																		
Behringer	Composer Pro MDX2600	1																		
HP LAN switch	HP 2124	1																		
Ospry	Talon G1	2																		
Ospry	Talon G2	2																		
<b>GRANCIUS HARDWARE/SOFTWARE</b>																				
HRWGAPA1 - Granicus Performance Accelerator	3.6.2.476	1																		
Backup English 3 Granicus Encoder	3.6.53.1560	1																		
Backup 3 24/7 Granicus Encoder	3.6.53.1560	1																		
MediaManager (lacountymediahost.granicus.com)	Version a37e063   22-04-26 No charge for the MediaMange	1																		
HORGAPA1 - Granicus Performance Accelerator	3.6.2.476	1																		
Primary English Granicus Encoder	3.6.53.1560	1																		
HOAGAPA1 - Granicus Performance Accelerator	3.6.2.476	1																		
EAVGAPA1 - Granicus Performance Accelerator	3.6.2.476	1																		
HOAGAPA2 - Granicus Performance Accelerator	3.6.2.476	1																		
DOWGAPA1 - Granicus Performance Accelerator	3.6.2.476	1																		
Backup English 2 Granicus Encoder	3.6.53.1560	1																		
Backup Spanish 1 Granicus Encoder	3.6.53.1560	1																		
Backup Spanish 3 Granicus Encoder	3.6.53.1560	1																		
Backup 1 24/7 Granicus Encoder	3.6.53.1560	1																		
Backup 2 24/7 Granicus Encoder	3.6.53.1560	1																		
Backup English 1 Granicus Encoder	3.6.53.1560	1																		
DOWGAPA1 - Granicus Performance Accelerator	3.6.2.476	1																		
DOWGAPA2 - Granicus Performance Accelerator	3.6.2.476	1																		
MediaManager (lacounty.granicus.com)	Version a37e063   22-04-26 No charge for the MediaMange	1																		
Primary Spanish Granicus Encoder	3.6.53.1560	1																		
Backup Spanish 2 Granicus Encoder	3.6.53.1560	1																		
Primary 24/7 Granicus Encoder	3.6.53.1560	1																		
WTCGAPA1 - Granicus Performance Accelerator	3.6.2.476	1																		
<b>BOARD ROOM CAMERA EQUIPMENT</b>																				
Camera Mounting Bracket	Telemetrics- PT-HP-S4	1																		
Camera	Hitachi- DK-H100	1																		
Camera Lens	Fujinon- HA25X16.5BERD	1																		
Camera Mounting Bracket	Telemetrics- PT-HP-S4	1																		
Camera	Hitachi- DK-H100	1																		
Camera Lens	Fujinon- ZA22x7.6BEMD	1																		

**APPENDIX B- REQUIRED FORMS  
EXHIBIT 10 - PRICING SCHEDULE  
(SOW ATTACHMENT 1 - EQUIPMENT LIST)**

Equipment/Product Description	Model Number	QTY.	Task 2: Equipment maintenance, software , repair and replacement costs are the responsibility of the County and all applicable costs and labor will be billed at the Time and Materials (T&M) rate upon request.												
			Total Annual Cost (Year 1):	Total Annual Cost (Year 2):	Total Annual Cost (Year 3):	Total Annual Cost (Year 4):	Total Annual Cost (Year 5):	Total Annual Cost (Year 6):	Total Annual Cost (Year 7):	Total Annual Cost (Year 8):	Total Annual Cost (Year 9):	Total Annual Cost (Year 10):			
Camera Mounting Bracket	Telemetrics- PT-HP-S4	1													
Camera	Hitachi- DK-H100	1													
Camera Mounting Bracket	Telemetrics- PT-HP-S4	1													



**APPENDIX B- REQUIRED FORMS  
EXHIBIT 10 - PRICING SCHEDULE  
(SOW ATTACHMENT 1 - EQUIPMENT LIST)**

Equipment/Product Description	Model Number	QTY.	Task 2: Equipment maintenance, software , repair and replacement costs are the responsibility of the County and all applicable costs and labor will be billed at the Time and Materials (T&M) rate upon request.									
			Total Annual Cost (Year 1):	Total Annual Cost (Year 2):	Total Annual Cost (Year 3):	Total Annual Cost (Year 4):	Total Annual Cost (Year 5):	Total Annual Cost (Year 6):	Total Annual Cost (Year 7):	Total Annual Cost (Year 8):	Total Annual Cost (Year 9):	Total Annual Cost (Year 10):
<b>VIDEO Camera Robotics and Control System</b>												
D3A DESKTOP SER CONTROL PAN	CP-D-3A	1										
D3A IRIS CONTROL OPTION	CPO-D3A-IC	1										
D3A MASTER BLACK CTL OPTION	CPO-D3A-MBC	1										
D3A KEYPAD BUTTON OPTION	CPO-D3A-K	1										
CABLE - SERIAL CONTROL 10'	CA-RS-10	1										
CABLE - CP TO DS4 10'	CA-CP-DS-10	1										
CABLE AB SW TO DS4 10'	CA-AB-DS-10	1										
SWITCHER (9D)	SWL030A-FFF	1										
CABLE- AB SW TO RKTprt 422 10'	CA-AB-RP4-10	1										
CPS LEGISLATIVE CONTROL SYSTEM	CPS-LG-S	1										
DS DEVICE SERVER-ETHERNET	DS-4	1										
HP SERVO PAN/TILT HEAD	PT-HP-S4	1										
HP SERVO CAMERA POWER OPT	PTO-HP-S4-PWR <i>Included in above</i>	1										
HP SERVO CAMERA CONTROLS OPT	PTO-HP-S4-CAM	1										
PT-HP-S4 ETHERNET OPT	PTO-HP-S4-ETH	1										
CABLE- S2 PWR Z3000W 24"	CA-S2-PD-Z3000-024	1										
BKT CAM MTG BRACKET HVC10	BKT-HVC10	1										
PS RACK 48V POWER SUPPLY	PS-RM-48	1										
PS RACK 48V DUAL PS OPTION	PSO-RM-48-2	1										
PS POWER ADAPTER 48V	PS-PA-48V	1										
CABLE 48V PS 7XLR - 3'	CA-PWR-7XLR-003	1										
MA ADJ. WALL MTG. BKT. 20" BLK	MA-WMBKT-20B	1										
LENS MODIFICATION	LENSMOD	1										
<b>VIDEO Camera Main Switcher Panel</b>												
CARBONITE 2M 2 MLE PANEL	C2M-PANEL	1										
REDUNDANT POWER FOR CARBONITE 2M PANEL	C2M-PANEL-REDPSU-	1										
CARBONITE+ 24 INPUT 2 MLE FRAME	EXT CF-224PLUS	1										
REDUNDANT POWER FOR CARBONITE FRAME	CF-FRAME-REDPSU-EXT	1										
1 RU AUX BUS CONTROL PANEL	CPS-AUX-053B	1										
EXTENDED CARBONITE WARRANTY 1 YEAR	C2M-999	1										
ONSITE OPS TRAINING 1 DAY	CPS-TRAIN-1DAY	1										
ADDITIONAL DAY OPS TRAINING	CPS-TRAIN-ADDDAY	1										
2 DAYS ONSITE COMMISIONING	OCT3-093	1										
ADDITIONAL DAY ONSITE COMMISIONING	OCT3-094	1										
<b>Control Room Monitoring and Display</b>												
17" - HD Broadcast Monitor (1366x768) Class A	PBM-317S	1										
PBM-217S - Rack Mount Option	PBM-17RK	1										
Four 4.3" Wide Screen Rack Unit with No Input Modules	V-MD434	1										
65" Class Full High-Definition Plasma Display for Board Room	TH-65PF30U	1										
50" HD Professional Plasma Display for Switcher Multi-viewer (or LED equivalent)	TH50BT300U	1										
HD-SDI add-on terminal board for the 50BT300U	TY-FB9HD	1										
5" x 3 High Resolution 3U Rack Mounted LCD Monitors	M-1051H	1										
<b>Graphics System</b>												
LEX 3.1 HD Graphics System (voter graphics) including software	7A00368	1										
LEX 3.1 HD Graphics System (program graphics) including software	7A00368	1										
LEX 3.1 HD/SD Additional Digital Channel for each system	5A01565 <i>Included in above price</i>	1										
Chyron Style Keyboard	7A00197	1										
1 Day Graphics Software and Creative Service	CSG-Design	1										
23" DVI +VGA, Display Port Monitors	PA231W-BK	1										

**APPENDIX B- REQUIRED FORMS  
EXHIBIT 10 - PRICING SCHEDULE  
(SOW ATTACHMENT 1 - EQUIPMENT LIST)**

Equipment/Product Description	Model Number	QTY.	Task 2: Equipment maintenance, software , repair and replacement costs are the responsibility of the County and all applicable costs and labor will be billed at the Time and Materials (T&M) rate upon request.																	
			Total Annual Cost (Year 1):	Total Annual Cost (Year 2):	Total Annual Cost (Year 3):	Total Annual Cost (Year 4):	Total Annual Cost (Year 5):	Total Annual Cost (Year 6):	Total Annual Cost (Year 7):	Total Annual Cost (Year 8):	Total Annual Cost (Year 9):	Total Annual Cost (Year 10):								

**APPENDIX B - REQUIRED FORMS  
EXHIBIT 10 - PRICING SCHEDULE  
(SOW ATTACHMENT 1 - EQUIPMENT LIST)**

Equipment/Product Description	Model Number	QTY.	Task 2: Equipment maintenance, software , repair and replacement costs are the responsibility of the County and all applicable costs and labor will be billed at the Time and Materials (T&M) rate upon request.									
			Total Annual Cost (Year 1):	Total Annual Cost (Year 2):	Total Annual Cost (Year 3):	Total Annual Cost (Year 4):	Total Annual Cost (Year 5):	Total Annual Cost (Year 6):	Total Annual Cost (Year 7):	Total Annual Cost (Year 8):	Total Annual Cost (Year 9):	Total Annual Cost (Year 10):
<b>Accessories, mounts and Misc Hardware</b>												
Additional 2 years Software Maintenance Agreement for LEX3.1	LEX3-SMA-24	1										
Additional 2 Years Hardware Maintenance Agreement for LEX3.1	LEX3.1-HMA-24	1										
DB Link option for LEX	DB Link option	1										
Macros option for LEX	Macros option <b>Included in LEX3.1 HD System Price</b>	1										
<b>Routing and Interface System</b>												
TRIPLE DA	9005	1										
BACK PLN	RM-9005-A	1										
EMBEDDER	9321	1										
Openframe gear rear module for 9321 embedder	RM20-9321-A/S	1										
DUAL AES DA	9253	1										
BACK	RM20-9253-A <b>Included in Above 9253 Price</b>	1										
EMBEDDER	9083	1										
DUAL SLOT BACK	RM20-9083-A/S	1										
DNC	9822	1										
BACK PANEL	RM20-9822 <b>Included in above</b>	1										
UPCNV EMB	9066	1										
REAR PNL	RM20-9066-B	1										
BE RMs	BERKMT	1										
BE PS	BEPS	1										
LOW COST HD-SDI MULTIFORMAT ON SCREEN MONITOR WITH WAVEFORM VTM-2400	VTM-2400	1										
AUDIO LEVEL AND PHASE MEASUREMENT OPTION FOR VTM-2000 TWO A VTM-A3-OPT 1	VTM-A3-OPT 1 <b>Included in above</b>	1										
STEREO AUDIO PROGRAM MONITOR. TEN (10) ANALOG AUDIO INPUTS.  APM-215	APM-215 <b>Included in above</b>	1										
HD SDI ROUTER 34 x 34	NK-3G34	1										
Router panel	RCP-NKM	1										
openGear High Density Multi-Definition Frame	DFR-8321-CN	1										
redundant power supply	PS-8300	1										
Dual Serial HD/SD SDII Reclocking Amplifier w rear/module	DRA-8204-R2	1										
HD Down Converter	HDC-8222A-R2-C	1										
REAR PNL	R2C-8222	1										
VIDEO DA	UDA-8705	1										
dembedder	DMX-8259-4C	1										
Video Mini Weco, 2x32, 1.5 RU, Composite Patchbay	B64H-2MWTHD	1										
Audio Bantam TT Patch Panel S2OU12B	B96DC-HNOIT-E3	1										
SYS-5015A-EHF-D525 - Supermicro Computer, Inc 1U RM BB BLACK ATOM DMI 6X SATA	Custom	1										
MEM-DR320L-CL02-SO13 - 2GB DDR3-1333 1Rx8 1.35v SO-DIMM PB-Free nfull install version	windows 7 Pro full version <b>Included in above</b>	1										
BrightEye Mitto HD / SD Scan Converter	BEM-2	1										
HD/SD SDI BrightEye 56 Test Signal and Sync Gen	ENDE-BE56	1										
DA-6A	60-692-20	1										
1U 6" D Universal Rack Shelf Kit, Gray	RSU 126	1										
Conversion Up/Down/Cross	FS2	1										
Cat 5. Xtensys 4 x 16 KVM	XTS-V4x16D4-L	1										
4 PORT USER STATION	XTR-14-U	1										
2 PORT CATX TRANSMITTERS	XTT-MU2-2	1										
1 U RAKMOUNT	RM-UB19	1										
USER STATION	RM-UM19	1										
SDI TO HDMI	HDP2	1										

**APPENDIX B - REQUIRED FORMS  
EXHIBIT 10 - PRICING SCHEDULE  
(SOW ATTACHMENT 1 - EQUIPMENT LIST)**

Equipment/Product Description	Model Number	QTY.	Task 2: Equipment maintenance, software , repair and replacement costs are the responsibility of the County and all applicable costs and labor will be billed at the Time and Materials (T&M) rate upon request.													
			Total Annual Cost (Year 1):	Total Annual Cost (Year 2):	Total Annual Cost (Year 3):	Total Annual Cost (Year 4):	Total Annual Cost (Year 5):	Total Annual Cost (Year 6):	Total Annual Cost (Year 7):	Total Annual Cost (Year 8):	Total Annual Cost (Year 9):	Total Annual Cost (Year 10):				
FIBER TX	Fido-T	1														
FIBER RX	Fido-R	1														
HD DA	HD10DA	1														
POWER ADAPTER	DWP-U	1														
BAL TO UNBAL AES BALUN	BCJ-XP-TRB	1														
AMPLIFIED SPEAKERS	MR5mk2	1														
DUAL CHANNEL CC ENCODER	HDCC-708MULTI-OG2	1														
MIXER	01V96i	1														
AES I/O CARD	MY8AE96	1														
ProSafe Dual WAN Gigabit Firewall with SSL & IPsec VPN	FVS336Gv2	1														
24 PORT NETWORK SWITCHES	GS724TS	1														
Four Port HD Video Server with 5.4TB of Storage & redundant PSU	VS-4D08R	1														
License to mark in and out points on a clip	VS-MARK <b>Included in above</b>	1														
Allows VS to be controlled by 3rd party automation inc card	VS-CONTROL/VDCP <b>Included in above</b>	1														
JL Cooper Controller - JCooper ES-450 SP RS-422	CON-JL	1														
QSeries remote training (4 hours) (US)	QSW-OSTRNOEX50	1														
License to create and playback sequence of clips	VS-SEQUENCE <b>Included in above</b>	1														
Transcode License	VS-TRANSCODE	1														
Blu-ray Disc and DVD HDD Recorder w/HDSI input	SR-HD2500US	1														
<b>HEARING ROOM CONTROL SYSTEM</b>																
Crestron DigitalMedia XiO Director - Virtual Switching Appliance, Enterprise Version	DM-XIO-DIR-ENT	1														
Crestron DigitalMedia Card Chassis for DM-NVX-C & DMCF, 8 Slots	DMF-CI-8	5														
Crestron DM NVX 4K60 4:4:4 HDR Network AV Encoder/Decoder Card with Downmixing and Dante Audio	DM-NVX-363C	22														
Crestron 4-Series Control System	PRO4	1														
Crestron 4-Series Control System	CP4N	5														
Crestron DM NVX 4K60 4:4:4 HDR Network AV Decoder	DM-NVX-D30	6														
Crestron DM NVX 4K60 4:4:4 HDR Network AV Decoder Card	DM-NVX-D30C	8														
Crestron DM NVX 4K60 4:4:4 HDR Network AV Encoder Card	DM-NVX-E30C	5														
Crestron 15.6 in. HD Touch Screen with DM 8G+ Input, Wall Mount or VESA, Black Smooth	TS-1542-C-B-S	1														
Crestron 10.1 in. Tabletop Touch Screen, Black Smooth	TS-1070-B-S	5														
<b>Hearing Room Conferencing</b>																
Telos 1 Hx2 Hybrid Analog I/O	HX2	1														
Dell Precision 3450 Small Form Factor Workstation	P3450	1														
Extron MediaPort 200 - HDMI and Audio to USB Scaling Bridge	60-1488-01	1														
Blackmagic Design Teranex Mini - HDMI to SDI 12G	BMD-	1														
	CONVNTRM/AB/HSDI	1														
Blackmagic Design Teranex Mini - Smart Panel	BMD-	1														
	CONVNTRM/YA/SMTPN	1														
<b>Hearing Room Multimedia</b>																
Denon DN-500BDMKII Blu-Ray DVD & CD/SD/USB Player	DN-500BDMKII	1														
Marantz PMD-300CP Pro Dual Well Cassette Player/Recorder	PMD-300CP	1														
Marantz PMD-526C CD/Media/Bluetooth Player with RS-232	PMD-526C	1														
Rolls HR73 Digital MP3 Recorder/Player	HR73	2														
Rolls RMS270 Tray Rackmount Kit for Rolls HR Series and MA251 Products	RMS270	1														
ART Cleanbox Pro Channel Level Converter	CLEANBOX PRO	3														
Middle Atlantic U1V Universal Vented Utility Rackshelf (1 RU)	U1V	2														

**APPENDIX B - REQUIRED FORMS  
EXHIBIT 10 - PRICING SCHEDULE  
(SOW ATTACHMENT 1 - EQUIPMENT LIST)**

Equipment/Product Description	Model Number	QTY.	Task 2: Equipment maintenance, software , repair and replacement costs are the responsibility of the County and all applicable costs and labor will be billed at the Time and Materials (T&M) rate upon request.									
			Total Annual Cost (Year 1):	Total Annual Cost (Year 2):	Total Annual Cost (Year 3):	Total Annual Cost (Year 4):	Total Annual Cost (Year 5):	Total Annual Cost (Year 6):	Total Annual Cost (Year 7):	Total Annual Cost (Year 8):	Total Annual Cost (Year 9):	Total Annual Cost (Year 10):
<b>Hearing Room Audio</b>												
Soundcraft Digital Live Sound Console with Stagebox 64	VI3000	1										
Soundcraft Mini Stage Box 32	MSB32	1										
Soundcraft Vi MADI Option Card	Vi-MADI	1										
Blackmagic Design Audio Monitor 12G	BMD-HDL-	1										
	AUDMON1RU12G	1										
QSC 4-Channel 1000W/CH Q-SYS Network Amplifier, Lo-Z, 70V, 100V direct drive, FlexAmp Mic/line Inputs, 100-240V.	CX-Q 4K4	2										
QSC 4-Channel 500W/CH Q-SYS Network Amplifier, Lo-Z, 70V, 100V direct drive, FlexAmp, Mic/line Inputs, 100-240V.	CX-Q 2K4	4										
Tesira 4 channel mic/line output card	Tesira SOC-4	9										
Tesira 4 channel mic/line input card with acoustic echo cancellation per channel	Tesira SEC-4	8										
Tesira 4 channel mic/line input card	Tesira SIC-4	1										
Electro-Voice EVID-C6.2 - 6.5" Ceiling Speaker (Pair, White)	EVID-C6.2	3										
Electro-Voice EVU-2082/95 Dual 8" Two-Way 90 x 50 Full-Range Loudspeaker System (White)	EVU-2082/95	6										
PreSonus Eris E3.5 Active Media Reference Monitors	E3.5	1										
Configurable I/O DSP with up to 48 channels of I/O, 1 DSP-2 card (2 additional DSP-2 cards can be added), and 1 AVB-1 network card	Tesira SERVER-IO AVB	2										
Tesira DSP card with two DSPs	Tesira DSP-2	2										
Tesira 64x64 Dante module for use in SERVER or SERVER-IO chassis	Tesira DAN-1	2										
Tesira 4 channel mic/line output card	Tesira SOC-4	2										
Tesira PoE logic expander with 16 logic GPIO (4 GPIO are configurable for potentiometer interface)	Tesira EX-LOGIC	2										
Rane AD225 fully balanced two-input, two-output Audio Delay unit	AD225	1										
<b>Hearing Room Dais</b>												
Crestron FT2-700	FT2-700-ELEC-B	11										
Crestron AC Power Outlet Module for FT2 Series, Single, US NEMA 5, Type B, w/2 Under-Table Outlets & Cord	FT2A-PWR-US-1	44										
Crestron Gravity Cable Retractor for FT2 Series, RJ-45 to RJ-45, CAT6	FT2A-CBLR-GR-CAT6	18										
Crestron USB-C to USB-C, 60 W, Power Charging Only, One-Touch Cable Retractor for FT2 ELEC Series	FT2A-CBLR-1T-USBC-PWR	35										
Crestron Allows one cable retractors to be installed in the middle positions within a FT2-700	FT2A-CBLR-BRKT-700	22										
Crestron Under Table Cloak for FT2-202,500,700,1200 with OneTouch Retractors	FT2A-UTK-CLOAK-1T	11										
Crestron Gravity Cable Retractor for FT2 Series, HDMI to HDMI, 18 Gbps	FT2A-CBLR-GR-4K-HD	2										
Crestron FlipTop FT2 Series Cable Management System Blank Plate Modules, Qty. 10	FT2A-PLT-BLANK-10	1										
Crestron One-Touch Cable Retractor for FT2 ELEC Series, RJ-45 to RJ-45, CAT6	FT2A-CBLR-1T-CAT6	4										
Crestron Pass-Through Cable for FT2 Series, RJ-45 to RJ-45, CAT6, 8 ft (2.4 m)	FT2A-CBL-PT-CAT6	5										
Crestron FlipTop FT2 Series Cable Management System Cable Pass-Through Plate Modules, Qty. 10	FT2A-PLT-PT-10	1										
Crestron USB Rapid Charging Module for FT2 ELEC Series, USB Type-C & Type-A High Power Charging Ports, Bus Powered	FT2A-CHGR-USBA/C	2										
Crestron One-Touch Cable Retractor for FT2 ELEC Series, HDMI to HDMI, 10.2 Gbps	FT2A-CBLR-1T-HD	4										
Crestron Pass-Through Cable for FT2 Series, HDMI* to HDMI, 18 Gbps, 8 ft (2.4 m)	FT2A-CBL-PT-4K-HD	5										



**APPENDIX B- REQUIRED FORMS  
EXHIBIT 10 - PRICING SCHEDULE  
(SOW ATTACHMENT 1 - EQUIPMENT LIST)**

Equipment/Product Description	Model Number	QTY.	Task 2: Equipment maintenance, software , repair and replacement costs are the responsibility of the County and all applicable costs and labor will be billed at the Time and Materials (T&M) rate upon request.																	
			Total Annual Cost (Year 1):	Total Annual Cost (Year 2):	Total Annual Cost (Year 3):	Total Annual Cost (Year 4):	Total Annual Cost (Year 5):	Total Annual Cost (Year 6):	Total Annual Cost (Year 7):	Total Annual Cost (Year 8):	Total Annual Cost (Year 9):	Total Annual Cost (Year 10):								
Crestron Power Supply for FT2 ELEC Series	FT2A-UTK-PWS	2																		

**APPENDIX B - REQUIRED FORMS  
EXHIBIT 10 - PRICING SCHEDULE  
(SOW ATTACHMENT 1 - EQUIPMENT LIST)**

Equipment/Product Description	Model Number	QTY.	Task 2: Equipment maintenance, software , repair and replacement costs are the responsibility of the County and all applicable costs and labor will be billed at the Time and Materials (T&M) rate upon request.														
			Total Annual Cost (Year 1):	Total Annual Cost (Year 2):	Total Annual Cost (Year 3):	Total Annual Cost (Year 4):	Total Annual Cost (Year 5):	Total Annual Cost (Year 6):	Total Annual Cost (Year 7):	Total Annual Cost (Year 8):	Total Annual Cost (Year 9):	Total Annual Cost (Year 10):					
FSR Black Cover for the FSR Floor Box	FL-540P-BLK-C	2															
FSR Floor Box for Raised Access Computer and Stage Floors (5 Inch Depth)	FSR-FL-540P-5-B	2															
FSR Floor Box with Hinged Door (Black)	FL-1300-BLK	4															
FSR 2 Gang Surface Mount Gang Box - Black	SMWB-2G-BLK	15															
Genelec 8430A IP SAM Studio Monitor	8430A IP	2															
Genelec 8000-402B Adjustable Wall Mount for 8000 Series - Black	8000-402B	2															
Genelec GLM Loudspeaker Management User Kit	GLM	1															
Genelec 8010AP Bi-Amplified Active Monitors	8010AP	11															
Crestron DM NVX 4K60 4:4:4 HDR Network AV Decoder	DM-NVX-D30	1															
Dell Precision 3450 Small Form Factor Workstation	P3450	1															
Samsung Q850R 50" Class HDR 4K UHD Commercial Smart LED Display	Q850R	1															
<b>Hearing Room Infrastructure</b>																	
Middle Atlantic BGR-4532LRD Gangable Rack Enclosure	BGR-4532LRD	3															
Middle Atlantic BGR-RDC45 Cable Entry Rear Door	BGR-RDC45	3															
Middle Atlantic Curved Door Plexi - Plexiglas - Black - 45U Rack Height - 81.7" Height - 21.9" Width	PFD-45A	3															
Middle Atlantic Side Panel - 45U Rack Height - 82.9" Height - 32" Depth	BSPN-45-32	1															
Middle Atlantic Fan Top, 276 CFM, w/Controller, BGP Series - 4 Fan - 276 CFMBlack	BGR-276FT-FC	3															
Middle Atlantic Caster Kit, Adds 1" - 1100 lb - 4 / Pack	CBS-BGR	3															
Middle Atlantic Mounting Bracket for Rack	BGR-ISO-24	3															
Middle Atlantic PD 24-Outlets Power Strip - NEMA 5-20P - 2 x	PD-2420SC-NS	6															
NEMA 5-20R, 22 x NEMA 5-15R - 10 ft Cord - 115 V AC Voltage - Rack-mountable																	
Custom Broadcast Service Panel	BSP	12															
TBC ControlTrac LT - Quote 11811-21 R2	TBC-CONSOLE	1															
Catalyst 9300L 48p PoE, Network Essentials	C9300L-48P-4X-E	1															
Cisco Catalyst 9300L-48P-4X-E Switch - 48 Ports - Manageable																	
- Refurbished - 3 Layer Supported - Modular - 4 SFP Slots -	C9300L-48P-4X-E-RF	1															
Optical Fiber, Twisted Pair - Rack-mountable - Lifetime Limited Warranty																	
1 YR 8X5XNBD C93004X4P	CON-SNT-C93004X4P	1															
Cisco Catalyst 9300 8 x 10GE Network Module - For Data																	
Networking - 8 x 10GBase-X Network - Twisted Pair10 Gigabit Ethernet - 10GBase-X	C9300-NM-8X=	3															
Cisco 10GBase-SR SFP+ Transceiver - 1 x 10GBase-SR	SFP-10G-SR=	12															
Cisco Catalyst 9300L-48P-4X-E Switch - 48 Ports - Manageable																	
- Refurbished - 3 Layer Supported - Modular - 4 SFP Slots -	C9300L-48P-4X-E-RF	1															
Optical Fiber, Twisted Pair - Rack-mountable - Lifetime Limited Warranty																	
Catalyst 9300L 48p PoE, Network Essentials	C9300L-48P-4X-E	0															
1 YR 8X5XNBD C93004X4P	CON-SNT-C93004X4P	1															
Cisco Catalyst 9300L-24P-4X-E Switch - 24 Ports - Manageable																	
- 3 Layer Supported - Modular - Twisted Pair, Optical Fiber - Lifetime Limited Warranty	C9300L-24P-4X-E	1															
1 YR 8X5XNBD C93004X4P	CON-SNT-C93004X4P	1															
Planar PCT2265 22 Inch LED monitor - Multi-touch Full HD Monitor	PCT2265	2															
Dell Precision 3450 Small Form Factor Workstation	P3450	2															
C9300L Cisco DNA Essentials, 24-port, 3Y	C9300L-DNA-E-24-3Y	1															
C9300L Cisco DNA Ess, 48-port, 3Y Lic	C9300L-DNA-E-48-3Y	2															
Dell 21.5" Full HD WLED LCD Monitor - 16:9 - 22" Class - Inplane Switching (IPS) Technology - 1920 x 1080 - 16.7 Million Colors - 250 Nit - 5 ms GTG (Fast) - HDMI - VGA -	P2222H	3															

**APPENDIX B - REQUIRED FORMS  
EXHIBIT 10 - PRICING SCHEDULE  
(SOW ATTACHMENT 1 - EQUIPMENT LIST)**

Equipment/Product Description	Model Number	QTY.	Task 2: Equipment maintenance, software , repair and replacement costs are the responsibility of the County and all applicable costs and labor will be billed at the Time and Materials (T&M) rate upon request.									
			Total Annual Cost (Year 1):	Total Annual Cost (Year 2):	Total Annual Cost (Year 3):	Total Annual Cost (Year 4):	Total Annual Cost (Year 5):	Total Annual Cost (Year 6):	Total Annual Cost (Year 7):	Total Annual Cost (Year 8):	Total Annual Cost (Year 9):	Total Annual Cost (Year 10):
<b>Dais Video</b>												
Ross Ultrix New Style 2RU Frame w/ 16x16 plus 2 AUX (Ultrix and Ultriclean included)	ULTRIX-NS-FR2	1										
Ross I/O Board - 16x16, Advanced Connectivity, 2 AUX IO	ULTRIX-HDB-IO-A	1										
Ross 12G SDI HD-BNC transceiver SFP	SFP-HDB-IO-12G	1										
Ross Ultriscape Multiviewer License	ULTRISCAPE	1										
Ross Ultrispeed 12Gb/s License	ULTRISPEED	1										
Ross Ethernet Enabled 36 LCD + 8 Fixed Buttons Control Panel	RCP-QE36	1										
Ross HD-BNC Plug to BNC Jack - 1855A 12IN	ULTRIX-CONV_CABLE_12	1										
Ross Redundant Power Supply	ULTRIX-PS	1										
Blackmagic Design Teranex Mini - SDI to HDMI 12G	BMD-	6										
	CONVNTRM/AA/SDIH	6										
Blackmagic Design Teranex Mini - HDMI to SDI 12G	BMD-	4										
	CONVNTRM/AB/HSDI	4										
Blackmagic Design Teranex Mini - Smart Panel	BMD-	10										
	CONVNTRM/YA/SMTPN	10										
Blackmagic Design Teranex Mini - Rack Shelf	BMD-	4										
	CONVNTRM/YA/RSH	4										
Bittree Patchbay - 1.5 RU BLACK 2x48 MONO SPACED WITH 2 OVER/UNDER TYPE DESIGNATION STRIPS, DIGITAL/ANALOG, FRONT PROGRAMMABLE, FULL NORMAL, BUSSED (COMMON) GROUNDS, E3 REAR INTERFACE (MATING HARDWARE INCLUDED) IN A 12" CHASSIS, BANTAM PATCHBAY	B96DC-FNABH/E3 M20U12B	2										
		2										
		2										
		2										
		2										
Bittree TT PATCHCORD NICKEL 12" (BLACK)	BPC1200-110	12										
Bittree RED TT (BANTAM) 110 OHM AUDIO PATCH CABLES	BPC1202-110	12										
Panasonic AW-UE70 Network Camera - 1 Pack - H.264, MJPEG - 3840 x 2160 - 20x Optical - MOS - HDMI - Ceiling Mount	AW-UE70KJ	1										
Panasonic Wall Mount for Network Camera - Black	FEC-40WMK	1										
Panasonic AW-RP60 Remote Camera Controller	AW-RP60GJ5	1										
4K SlimRun AV High Speed HDMI Cable 20ft - AOC 18Gbps Black	38636	3										
4K SlimRun AV High Speed HDMI Cable 50ft - AOC 18Gbps Black	38639	2										
4K SlimRun AV High Speed HDMI Cable 75ft - AOC 18Gbps Black	14234	3										
4K SlimRun AV High Speed HDMI Cable 150ft - AOC 18Gbps Black	14231	2										
4K SlimRun AV High Speed HDMI Cable 100ft - AOC 18Gbps Black	13700	13										
<b>Dais Multimedia</b>												
Marshall Multiple Format HD 17" Rack Mount Monitor	V-LCD173HR-DT	1										
Cobalt 9910DA-AV Analog Video Distribution Amplifier	9910DA-AV	2										
Cobalt Digital RM20-9910AV-B openGear Rear I/O Module For 9910DA-AV-EQ openGear Card	RM20-9910AV-B	2										
Cobalt Digital OGX-FR-CN-P openGear Frame with Cooling and Advanced Networking	OGX-FR-CN-P	1										
Decimator Design MC-DMON-QUAD openGear Card 1 to 4 Channel (3G/HD/SD)-SDI MultiViewer with Custom Layouts	MC-DMON-QUAD	1										
Decimator Design MC-DMON-9SRM Rear Module for MCDMON openGear Card (DR1-10B1G)	MC-DMON-9SRM	1										
Clear-Com DX410 System - BS410 Base Station 2Ch, 2.4GHz	CZ-BS410	1										
Clear-Com DX410 System - WH410 All-In-One Headset 2Ch, 2.4GHz with -2 BAT50 batteries	CZ-WH410	3										
Clear-Com DX410 System - BP410 Beltpack 2Ch, 2.4GHz with -2 BAT50 batteries	CZ-BP410	5										
Clear-Com DX System - AC50 Battery Charger US for -4 BAT50 batteries	CZ-AC50-US	5										
Clear-Com DX System - BAT50 Rechargeable Battery for BP410, WH410, WH220, WH301	CZ-BAT50	1										
Raritan Dominion KX III KVM Switchbox - 16 Computer(s) - 1												

**APPENDIX B - REQUIRED FORMS  
EXHIBIT 10 - PRICING SCHEDULE  
(SOW ATTACHMENT 1 - EQUIPMENT LIST)**

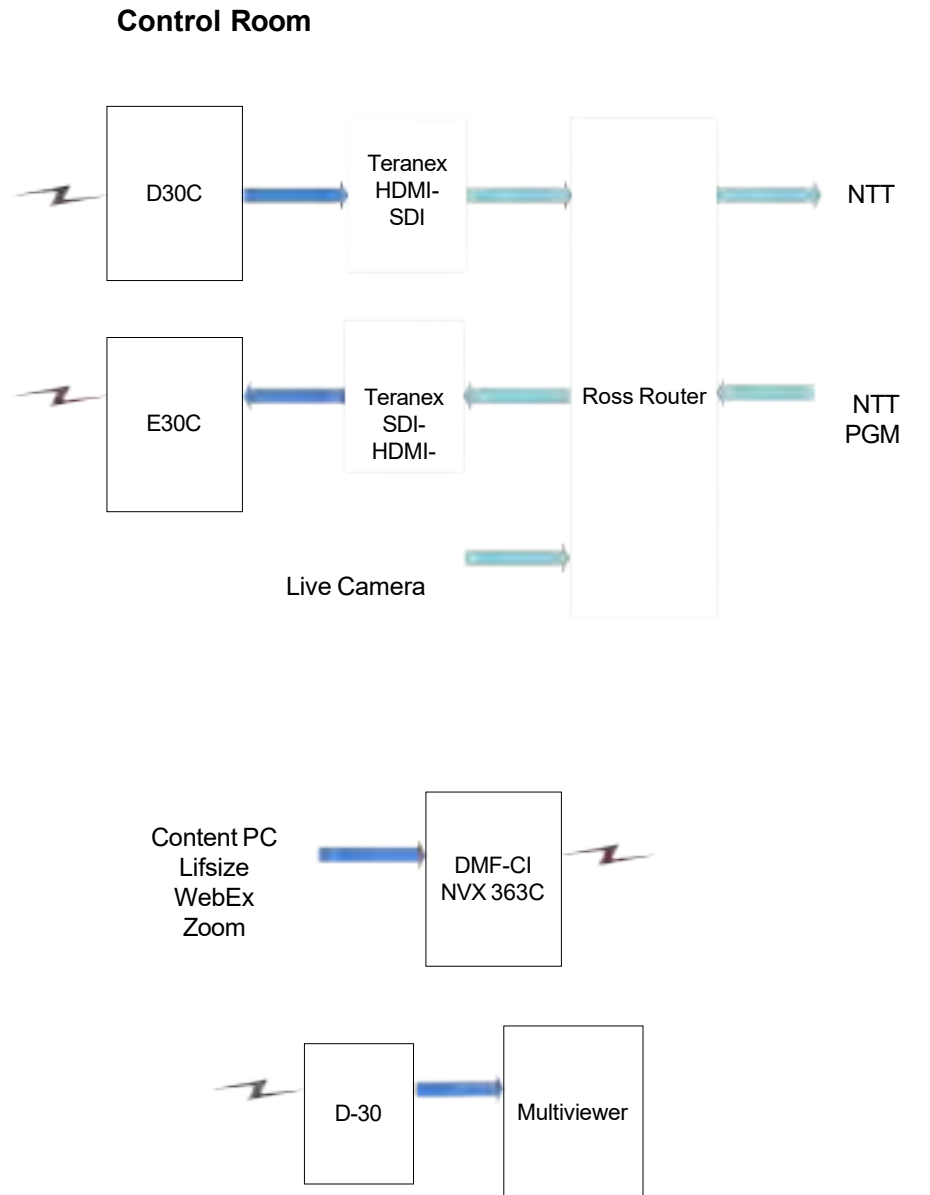
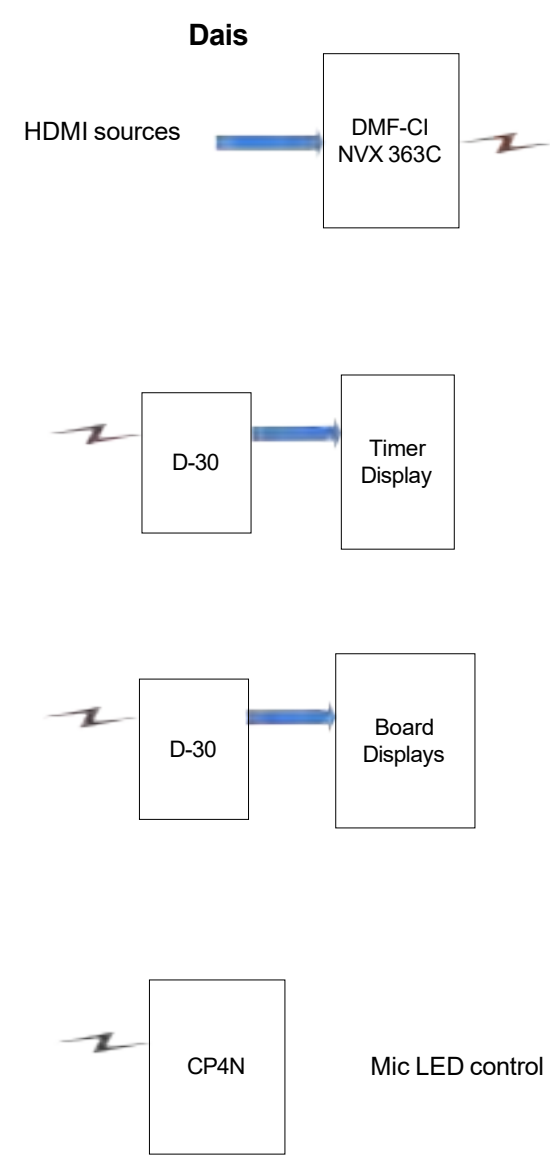
Equipment/Product Description	Model Number	QTY.	Task 2: Equipment maintenance, software , repair and replacement costs are the responsibility of the County and all applicable costs and labor will be billed at the Time and Materials (T&M) rate upon request.																	
			Total Annual Cost (Year 1):	Total Annual Cost (Year 2):	Total Annual Cost (Year 3):	Total Annual Cost (Year 4):	Total Annual Cost (Year 5):	Total Annual Cost (Year 6):	Total Annual Cost (Year 7):	Total Annual Cost (Year 8):	Total Annual Cost (Year 9):	Total Annual Cost (Year 10):								
Local User(s) - 4 Remote User(s) - 1920 x 1080 - 18 x Network (RJ-45) - 4 x USB/DVI - Rack-mountable	DKX3-416	1																		
Raritan USB/HDMI KVM Cable - HDMI/USB KVM Cable for KVM Switch, Mouse, TV, Notebook, Monitor - First End: 2 x Type A Male USB, First End: 1 x HDMI Male Digital Audio/Video - Black	D2CIM-DVUSB-HDMI	8																		
Raritan ULTRA HIGH PERFORM USER STATION 4K SVRS UP TO 3 MONITORS	DKX4-UST	2																		
Raritan USB/DisplayPort KVM Cable - DisplayPort/USB KVM Cable for KVM Switch, Mouse - First End: 1 x DisplayPort Male Digital Audio/Video, First End: 2 x Type A Male USB - Black	D2CIM-DVUSB-DP	5																		
ESE LX 5212U-NTP-C/PoE Self-Setting 12 Inch Analog Clock with NTP-C/PoE Option	LX-5212U-NTP-C-POE	1																		
ESE 8-port Power Injector for Power over Ethernet, 120W Power Supply	ES-808/120	1																		
Samsung Digital Signage Display - 65" LCD Cortex A72 1.70 GHz - 2.50 GB - 3840 x 2160 - Edge LED - 350 Nit - 2160p - HDMI - USB - DVI - Serial - Wireless LAN - Ethernet	QB65R	3																		
Chief Fusion Wall Tilt Wall Mount for Flat Panel Display - Black - 1 Display(s) Supported - 42" to 86" Screen Support - 200 lb Load Capacity	LTM1U	3																		
Beetronics 22" Monitor, Metal	22HD7M	2																		
Crestron DM NVX 4K60 4:4:4 HDR Network AV Decoder	DM-NVX-D30	1																		
For-A FA-9600 Standard Package Includes: FA-9600+FA-96UDC Dual channel "The Processor". SDR/HDR processor- Front Panel Control- 3G/HD/SD-SDI I/O- HDMI I/O- Digital Audio I/O- AVDL mode- 1st Up-Down-Cross Converter (3G/HD/SD3G/HD/SD)- 2nd Up-Down Converter (3G/HD3G/HD)- Color Corrector- Noise Reducer For-A 4K/12G-SDI-Compatible Software	FA-9600	1																		
	FA-964K	1																		
<b>Dais Audio</b>																				
Sennheiser MEG 14-40-L-II Gooseneck Microphone & MAT 153-S Table Stand Kit	MAT 153 + MEG14-40-L-II SET	26																		
Shure Four-channel receiver. Includes AD4Q, locking power and jumper cables, BNC bulkhead adapter, coaxial antenna, BNC cable assemblies, BNC cable, Ethernet cables, rackmount kit, and user guide. (470-636 MHZ)	AD4QUS--A	1																		
Shure AD HH 470-616 MHZ	AD2/K8B--G57	4																		
Shure Cardioid Dynamic Mic	SM58-LC	2																		
Shure Wireless SM58 Cartridge, Housing Assembly and Matte Grille	RPW112	2																		
Shure Wall-Mounted Wideband Antenna (470-698 MHZ)	UA864US	2																		
Neutrik XLR 5 Pin Male Solder Connector	NC5MX	10																		

**APPENDIX B- REQUIRED FORMS  
EXHIBIT 10 - PRICING SCHEDULE  
(SOW ATTACHMENT 1 - EQUIPMENT LIST)**

Equipment/Product Description	Model Number	QTY.	Task 2: Equipment maintenance, software , repair and replacement costs are the responsibility of the County and all applicable costs and labor will be billed at the Time and Materials (T&M) rate upon request.																			
			Total Annual Cost (Year 1):	Total Annual Cost (Year 2):	Total Annual Cost (Year 3):	Total Annual Cost (Year 4):	Total Annual Cost (Year 5):	Total Annual Cost (Year 6):	Total Annual Cost (Year 7):	Total Annual Cost (Year 8):	Total Annual Cost (Year 9):	Total Annual Cost (Year 10):										
<b>Console Racks and Equipment</b>																						
A) Seven Bay console consisting of	Custom	1																				
• Five bays upper rack space, three bays of 5 ru and two bays of 8ru		1																				
• Seven Bays of lower rack rail, front and rear on unistrut		1																				
• Five fully articulating monitor arms on extruded aluminum rail		1																				
• All necessary cut outs		1																				
• Customers choice of Standard laminates and oiled wood trim		1																				
B) Two Monitor Wall system consisting of	Custom	1																				
• Two fully articulating mounts for 47" monitors		1																				
• Black Powder coated X/Y grid unistrut mounting off back of console		1																				
Uninterruptible Power Supply 2200VA/1650W UPS	MA-UPS2200R-8IP	1																				
LACING BARS PK OF 6	LACE-37LP	1																				
POWER STRIPS	PD-2415SC-NS	1																				
ROLL OUT RACKS 37 RU	WR-37-42	1																				
three 6" fans	MW-6FT-660CFM	1																				
mounts to rack rail brackets or any flat surface	FC-4-1CA	1																				
fan cord, accommodates three fans	FANCORD-3X1	1																				
power strps rack mount	PD-915R-PL	1																				
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

***Board Workflows***

8 7 6 5 4 3 2 1



5200 Lankershim Blvd  
#700  
North Hollywood, CA  
91601  
(818) 761-9770

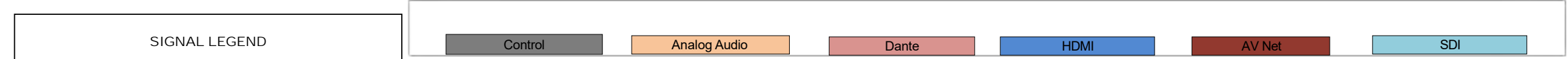
All designs and other material appearing herein constitute copyright and registered work of the architect and may not be reproduced, used or disclosed without written consent of the architect.

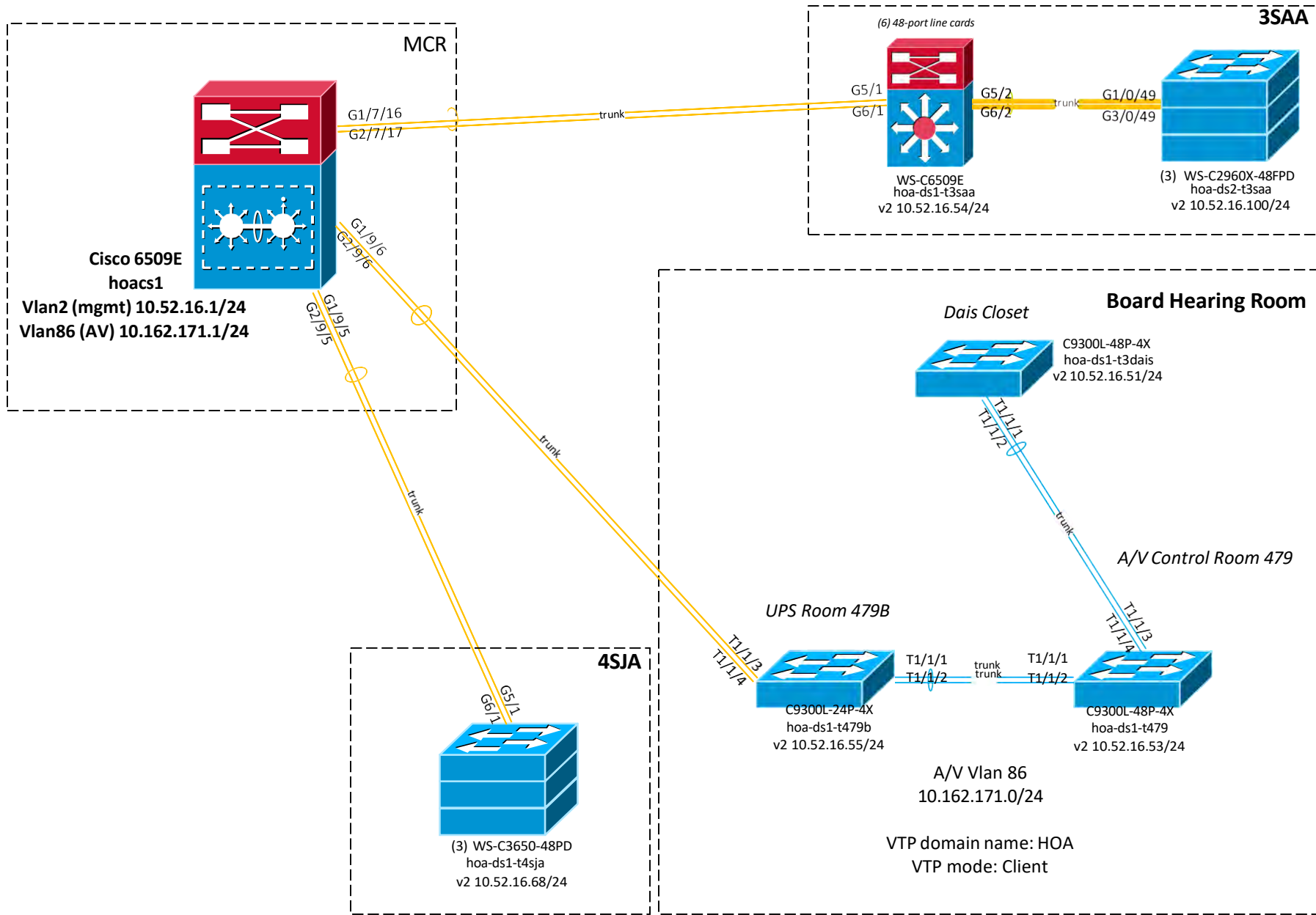
NO.	DATE	BY	CHKD	REVISION
2.0		Drawn by Alan Hanklik	BY: J. J. J.	REVISED
				6/13/2021

**Audio Workflow**

PROJ. NO.	SIZE	REV.
KEY PLAN	V02	SCALE
		V\$

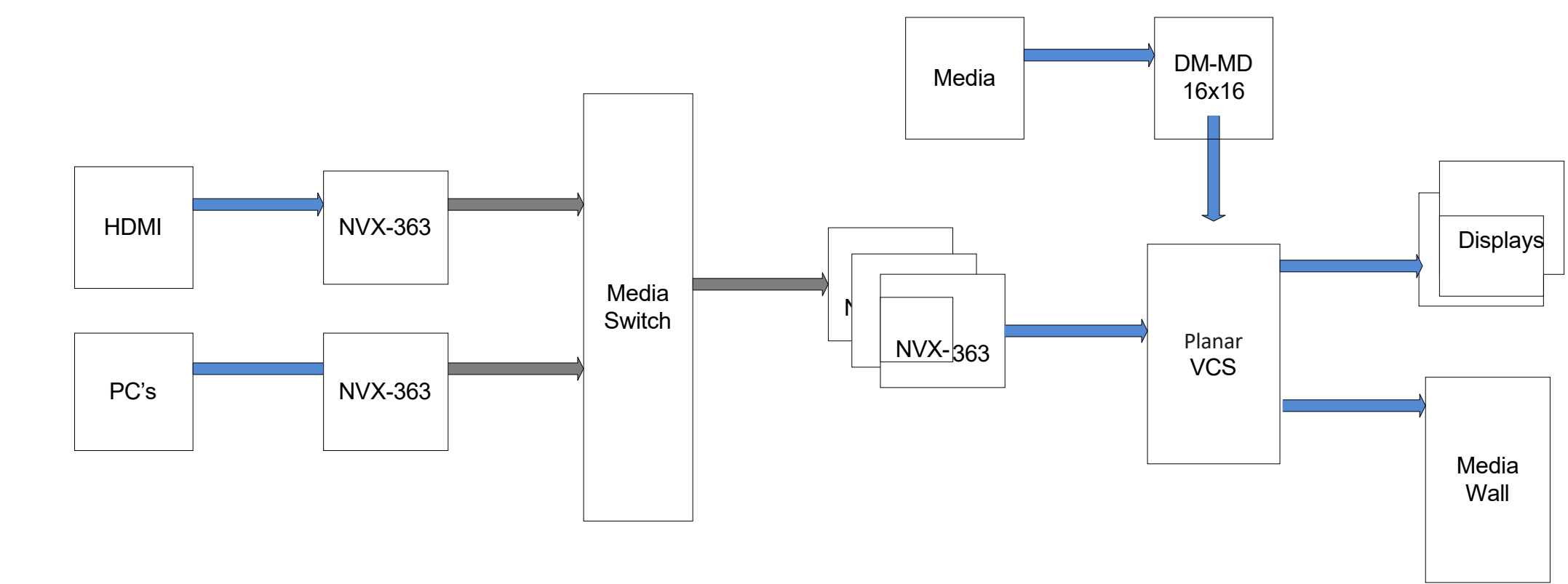
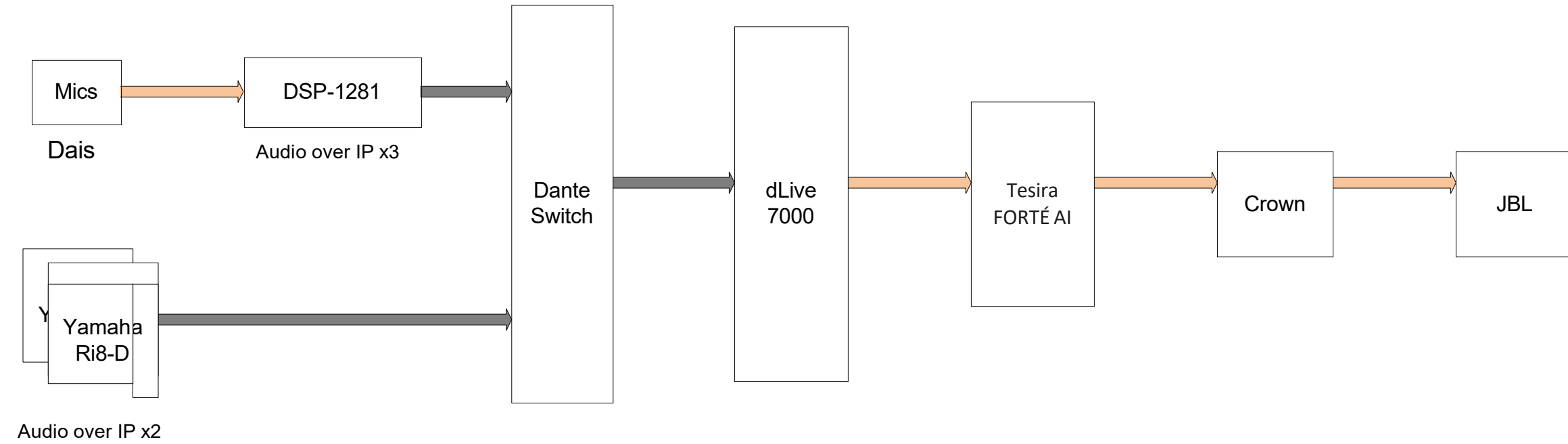
PLW. NO.	PROJECT NUMBER
SCALE	SHEET





TITLE		DESCRIPTION	
HOA - Board Room LAN / Dais AV Project		Network Diagram for Board Room at HOA (500 W Temple, LA)	
PAGE	REVISED	DRAWN BY	FILENAME
1 of 1	rev4 8/9/21	Vinh Tran	OA BoS Board Room LAN Diagram.vsd
LA COUNTY CONFIDENTIAL			






**imt**  
 INTEGRATED MEDIA TECHNOLOGIES INC.  
 IMT  
 5200 Lankershim Blvd  
 #700  
 North Hollywood, CA  
 91601  
 (818) 761-9770

All drawings and written material appearing herein constitute original and unpublished work of the architect and may not be duplicated, used or disclosed without written consent of the architect.

REV	DESCRIPTION	BY	CHECK
V1	Drawn by Alan Hanslik	AH	AH

DRAWING TITLE:  
**REvised**  
**3/29/2021**

**Signal Workflow**  
 DWG NO: AAAAA-0003  
 SIZE: 11X17  
 REV: V1

PLAN NORTH:  
  
 PROJECT NUMBER:  
 FSCM NO:  
 SCALE:  
 SHEET:

SIGNAL LEGEND

SDI

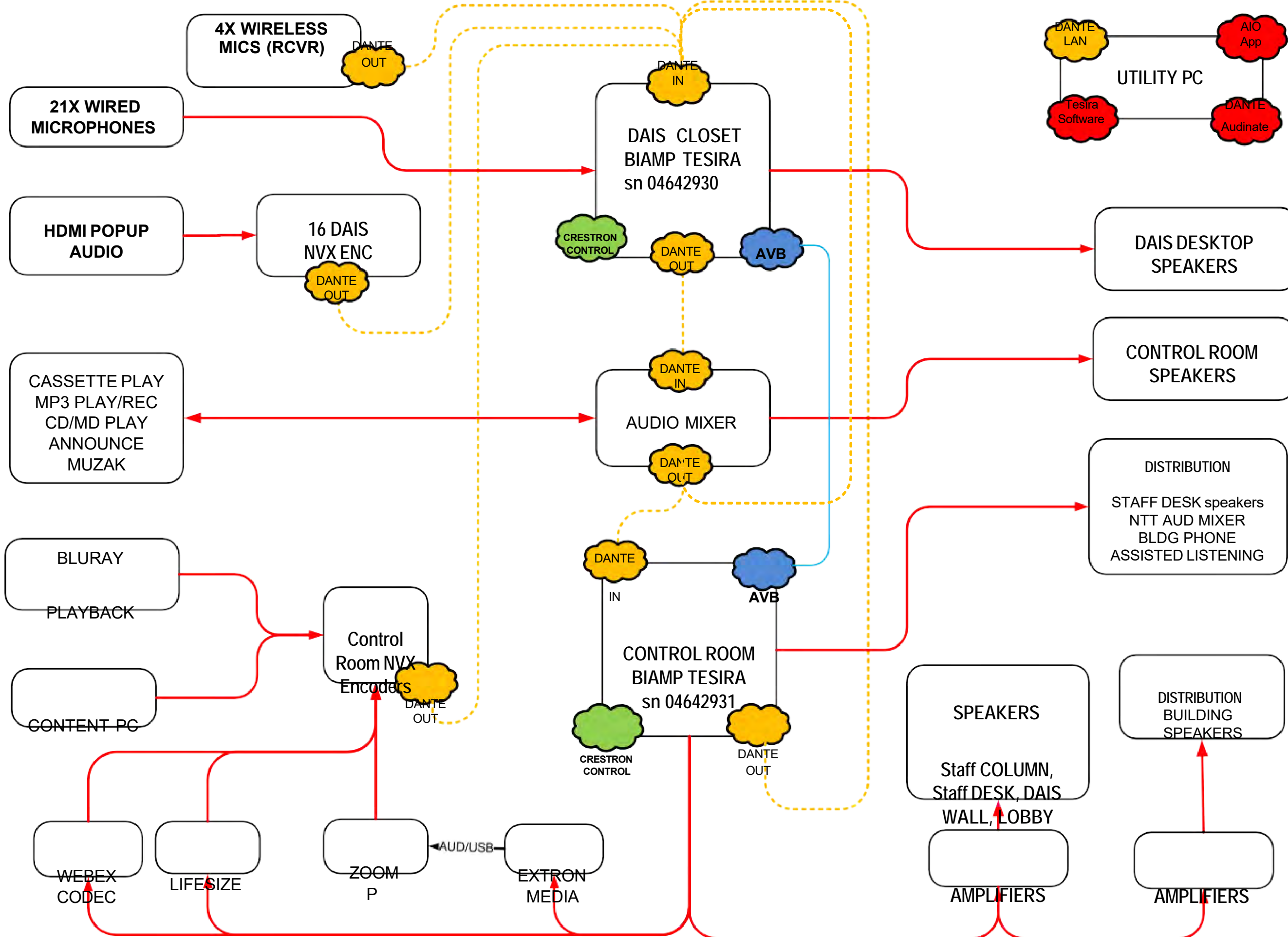
Audio

Sync

HDMI

Network

NDI



EXECUTIVE OFFICE  
**EO**  
 BOARD OF SUPERVISORS  
 COUNTY OF LOS ANGELES  
 Board of Supervisors  
 Chamber  
 Los Angeles, CA

**imt**  
 INTEGRATED MEDIA TECHNOLOGIES INC.  
 IMT  
 5200 Lankershim Blvd #700  
 North Hollywood, CA 91601  
 (818) 761-9770

All drawings and written material appearing herein constitute original and unpublished work of the architect and may not be duplicated, used or disclosed without written consent of the architect.

REV	DESCRIPTION	BY	CHECKED
NA	CREATED	BLN	
		AM	

DRAWING TITLE: [ ]

REVISED 5/4/2022

DWG NO: LABOS AUDIO SIGNAL CHAIN

KEY PLAN: SEAL

SCALE: 1:2

PLAN NORTH: [ ]

PROJECT NUMBER: [ ]

FROM HQ: [ ]

SHEET: [ ]

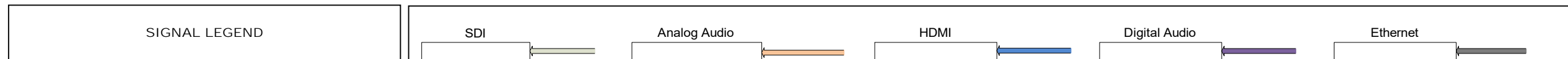
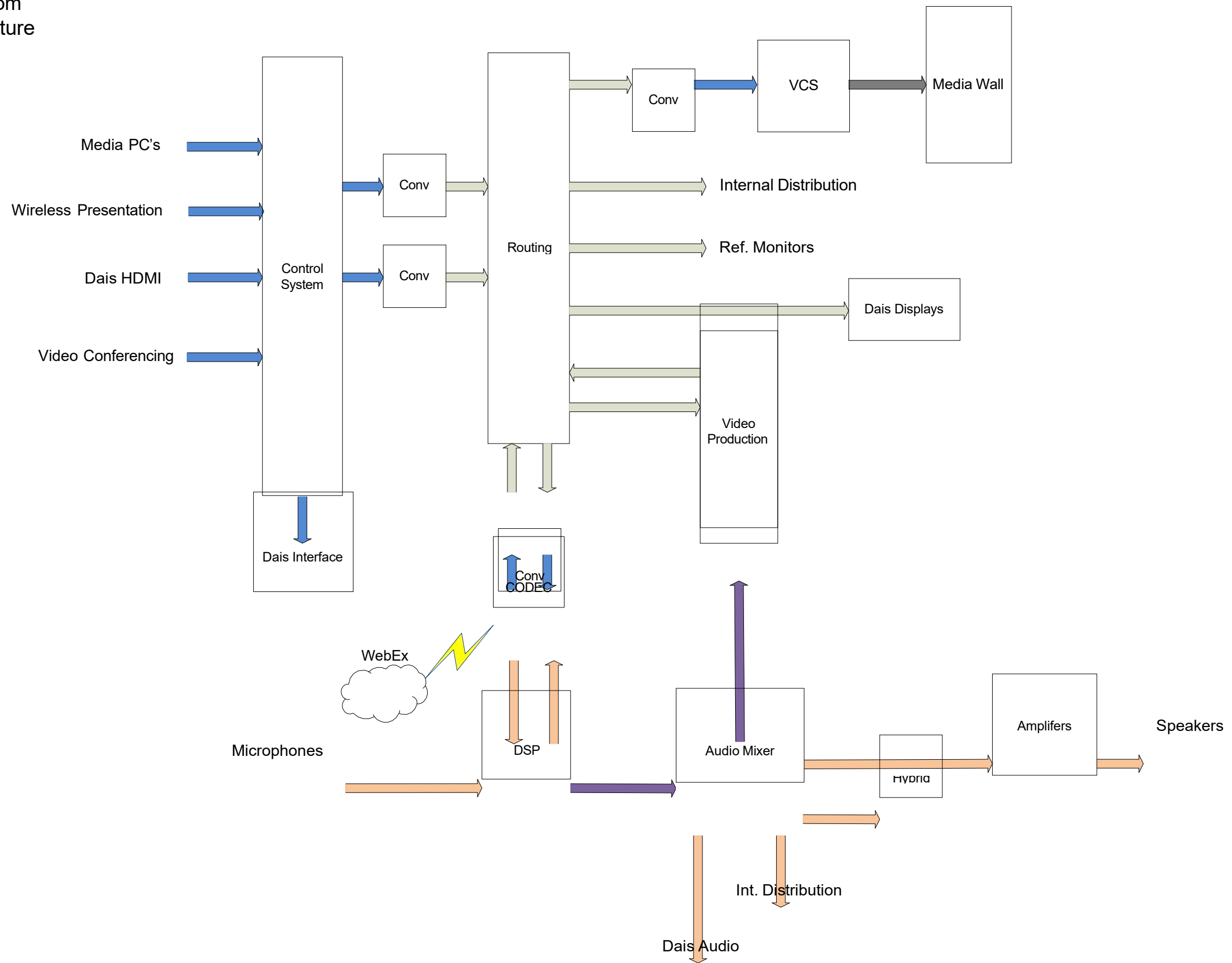


IMT  
 5200 Lankershim Blvd  
 #700  
 North Hollywood, CA  
 91601  
 (818) 761-9770

All drawings and written material appearing herein constitute original and unpublished work of the architect and may not be published, used or reproduced without written consent of the architect.

REV	DESCRIPTION	BY	CHECK
20	Drawn by Alan Hanslik	AH	AH
REVISED 7/14/2021			
DRAWING TITLE		AUDIO WORKFLOW	
KEY PLAN	SCALE	DATE	REV
V2.0			V\$
PLAN NORTH	PROJECT NUMBER		
SCALE	SHEET		

BoS Board Hearing Room  
AV Presentation Architecture



**imt**  
INTEGRATED MEDIA TECHNOLOGIES INC.  
5200 Lankershim Blvd  
#700  
North Hollywood, CA  
91601  
(818) 761-9770

All drawings and written material appearing herein constitute original and unpublished work of the architect and may not be duplicated, used or disclosed without written consent of the architect.

REV	DESCRIPTION	BY	CHECK
1.0	Drawn by Alan Hanslik	AH	AH
REVISION			
7/12/2020			

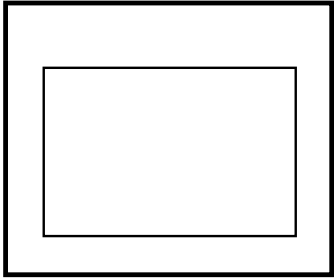
DRAWING TITLE:  
**AV Presentation Architecture**  
AAAA-0003 V1

DWG NO: \_\_\_\_\_ SIZE: 11X17 REV: \_\_\_\_\_

KEY PLAN: SEAL

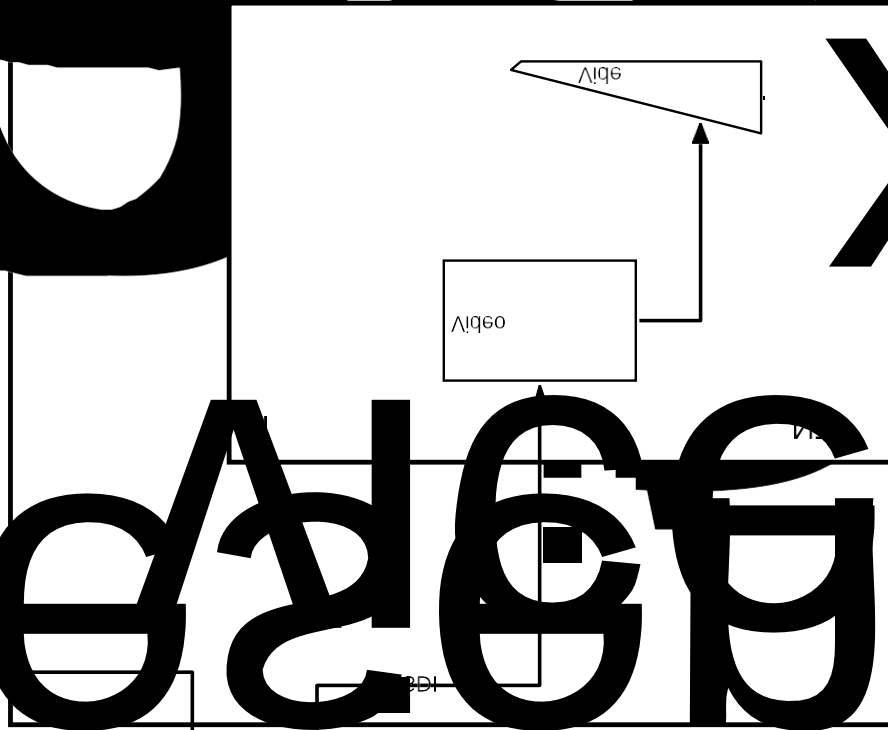
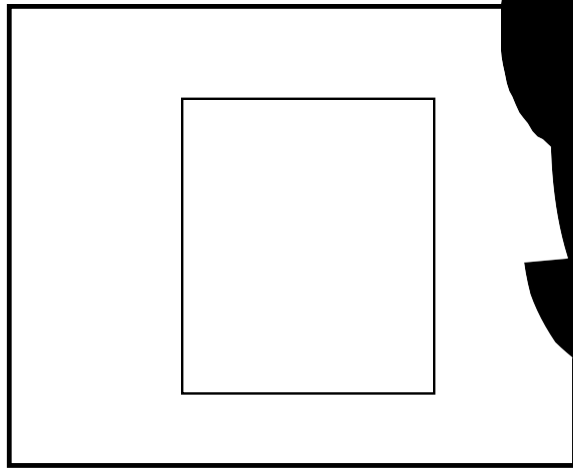
PLAN NORTH: PROJECT NUMBER: \_\_\_\_\_

SCALE: \_\_\_\_\_ SHEET: \_\_\_\_\_



M66  
M2-C302  
NO. 1000  
- 1

# Enterprise



W

b

Boardroom

Crest

Cisco ROOM

Scan Cou  
(To be added)

Crest

Audio

MIC T

Video

Video



Screen

Audio ROOM 419



***Change Order Service Request/Acceptance Form***



**CHANGE ORDER SERVICE REQUEST/ACCEPTANCE FORM  
(FOR AS-NEEDED T&M SERVICES AND/OR SOFTWARE UPGRADES/ADDITIONS)**

1. AS-NEEDED T&M SERVICES

REQUEST #	WORK TITLE	REQUEST DATE	COMPLETION DATE	COUNTY APPROVAL	MAXIMUM FIXED PRICE
	TOTAL:				\$

2. AS-NEEDED SOFTWARE UPGRADES/ADDITIONS

REQUEST #	WORK TITLE	REQUEST DATE	COMPLETION DATE	COUNTY APPROVAL	MAXIMUM FIXED PRICE
	TOTAL:				\$

3. AS-NEEDED SERVICES (POOL DOLLARS)

CHANGE ORDER #	DEDUCTED CHANGE ORDER AMOUNT	REMAINING POOL DOLLARS AMOUNT

WORK DESCRIPTION	DELIVERABLE/S

Comments:

Contractor Signature:

Title:

Phone Number:

Email:

**CHANGE ORDER SERVICE REQUEST/ACCEPTANCE FORM  
(FOR AS-NEEDED T&M SERVICES AND/OR SOFTWARE UPGRADES/ADDITIONS)**

<i>To be completed by County</i>	
<b>COUNTY APPROVAL/ACCEPTANCE</b>	
County Project Manager	County Project Director
Signature:	Signature:
Name:	Name:
Date:	Date:
Approve <input checked="" type="checkbox"/> Not approved <input type="checkbox"/>	Approve <input checked="" type="checkbox"/> Not approved <input type="checkbox"/>
<input checked="" type="checkbox"/>	Comments:

***Contract Discrepancy Report (CDR)***

## CONTRACT DISCREPANCY REPORT

**CONTRACTOR RESPONSE DUE WITHIN 24 HOURS**

<b>Contractor:</b>		<b>Contract No.</b>		<b>Project Manager</b>	
<b>Contact Person:</b>		<b>Telephone: (    ) -</b>		<b>Project Manager Signature:</b>	
<b>Email:</b>		<b>-</b>		<b>Email:</b>	

A contract discrepancy(s) is specified below. The contractor will take corrective action and respond back to EO by the date required. Failure to take corrective action or respond to this Contract Discrepancy Report by the date specified may result in the deduction of damages.

No.	Contract Discrepancy	Contractor's Response	County Use Only	
			Date Correction Due	Date Completed
1				
2				
3				
4				

\_\_\_\_\_ *Contractor's Representative Signature*                      \_\_\_\_\_ *Date Signed*

<b>Additional Comments:</b>

***Performance Requirement Summary (PRS)***

PERFORMANCE REQUIREMENTS SUMMARY

REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	STANDARD DEVIATION	DEDUCTION / FEES TO BE ASSESSED (after Standard Deviation)
<b>Contract</b>				
7.0	Administration of Contract - Contractor	Contractor will notify County in writing of any change in name or address of the Contractor Project Manager.	No Deviations  Submittal of Exhibit E	\$500 per occurrence
8.38	Record Retention and Inspection/Audit Settlement	Contractor to maintain all required documents as specified	Inspection of files	5 occurrences any inspection during any 6 month period \$100 per occurrence
<b>Statement of Work</b>				
3.3	Training	Technician will attend scheduled County training programs, if required by County	Observation	1 occurrence any 6 month period \$250 per occurrence
4.0	Authorized Departments	Only Authorized Departments can request and obtain services under this Contract	Observation	No Deviations \$100 per occurrence
5.2	Addition/Deletion of Equipment	Contractor will, upon receipt of a fully executed Amendment, update Contractor's database and inventory, within two (2) Business Days, to ensure Authorized Departments' SRs are honored	Observation	No Deviations \$100 per occurrence
5.3	End of Service Life	Contractor provide written notification to EO of any End of Service Life Equipment at least one (1) year in advance to ensure adequate service coverage	Observation	No Deviations \$100 per occurrence
6.2	Materials	All materials will be OEM or alternates that meet or exceed OEM standards.	Observation	No Deviations \$250 per occurrence

REQUIRED SERVICE		STANDARD OF PERFORMANCE	MONITORING METHOD	STANDARD DEVIATION	DEDUCTION / FEES TO BE ASSESSED (after Standard Deviation)
<b>6.3.10</b>	Loaner	If any Equipment must be taken off County premises for repair, equal to or higher grade loaners will be provided at no liability or charge to County.	Review of Contractor's invoice	1 occurrence any invoicing period.	\$100 per occurrence
<b>6.3.11</b>	Like-for-like	If it is determined that there have been more than three (3) SRs made within a six (6) month period to service the Equipment, and at the County and Contractor's discretion, the Equipment is determined to not be cost effective to repair, like-for-like exchange on Equipment will be provided.	Delivery to EO	No Deviation	\$100 per occurrence
<b>8.0</b>	Support Options	Contractor will adhere to the response and resolution times specified in each elected Support Option/Service Level.	Observation	No deviations	\$500 per occurrence
<b>9.4</b>	Reports	Contractor will provide electronic ad hoc reports in tabular report format, compatible with Microsoft Excel, within one (1) Business Day of County's request. In addition, provide scheduled reports at the specified intervals and dates indicated.	Submittal of report	2 occurrences any 30 day period	\$400 per occurrence
<b>10.0</b>	Invoicing and Payments	Contract will submit correct, properly formatted invoices to the proper address, by the 15th calendar day of the month following the month of repairs.	Submittal of Invoices	2 occurrences any 12 month period	\$200 per occurrence

REQUIRED SERVICE		STANDARD OF PERFORMANCE	MONITORING METHOD	STANDARD DEVIATION	DEDUCTION / FEES TO BE ASSESSED (after Standard Deviation)
12.0	Subcontractors	Contractor will obtain County's written approval prior to subcontracting any work.	Inspection & Observation	No Deviations	\$500 per occurrence (2 or more occurrences are grounds for possible termination for default of Contract)
12.2	Quality Control	Contractor will submit a Quality Control Plan within fifteen (15) Business Days of Contract award, and immediately upon subsequent request.	Submittal of Report within fifteen (15) Business Days of Contract award, and immediately upon subsequent request.	No Deviations	\$100 per occurrence
12.3	Scheduled Meetings	County and Contractor will mutually agree to meet as-needed throughout the life of the Contract.	Observation Sign-in Sheet	1 occurrence any 6 month period	\$500 per occurrence
12.5	Performance Requirements	Contractor will resolve the problem within five (5) business days after notification, or a time period mutually agreed upon by County and Contractor.	Inspection & Contract Discrepancy Report	No Deviations	\$500 per occurrence
12.5	Performance Requirements	Contractor will submit a corrective action plan for all deficiencies identified in the CDR to EO within fifteen (15) days of CDR notice.	Inspection & Contract Discrepancy Report	No Deviations	\$200 per occurrence



***PRICING SCHEDULE***

ISD is issuing this Request for Proposals (RFP) to solicit proposals to contract with a firm that can implement a Managed Services (MS) Solution to provide continuous broadcast/production services for televising of meetings of the Board, other meetings, and special events. The awarded contractor will also be required to operate, maintain and support hardware, software, and the infrastructure to deliver consistent, network broadcast-level meetings for the County.

The Contract rates under this Contract will be the total monetary amount payable by County to Contractor for supplying all equipment and services including all tasks, deliverables, good, services, and other work specified under this Contract as shown in Exhibit A – Statement of Work. Contractor will provide all tasks, deliverables, goods, services and other work specified under this Contract at rates not exceeding the rates and prices identified in this Exhibit B (Pricing Schedule).

This bid is a firm offer and may not be withdrawn for a period of one hundred eighty (180) days following the bid acceptance deadline. No corrections or resubmissions shall be accepted after the bid deadline.

### Instructions:

- i. Contractors must submit a price for each line item listed in Exhibit B (Pricing Schedule) for each of the possible ten (10) Contract years. Pricing for each line item must be the Proposer's cost for the maintenance, repair/replacement and support services of the individual line item.
- ii. Submitted pricing must be inclusive of all costs, including taxes and fees, installation, delivery, travel expenses, modifications, repair or replacement.
- iii. Pricing in the "Equipment Maintenance - SOW ATT 1" tab is for the maintenance and support of equipment as listed and **should not** include costs for Task 6: System Modernization. Task 6 System Modernization costs must be shown separately in "Pricing Schedule" tab in Section C: System Modernization.
- iv. For line items that have been discontinued or are no longer available, pricing should include maintenance and support of the equipment as listed. If equipment fails at any time, awarded Contractor is expected to repair or replace with identical or equivalent equipment. Vendor may suggest alternate equipment or system that provides identical or additional features. Vendor may suggest upgrades or alternate systems.
- v. Line items that are left blank by Proposer shall be interpreted to have a zero dollar cost for maintenance and support, including repair or replacement. Awarded Contractor will be required to provide maintenance, support and repair/replacement on such line items/equipment.
- vi. Pursuant to Section 4.2.8 of the RFP (Initial Equipment Inspection for System) Contractor will perform an inspection of all A/V equipment to ensure operability within sixty (60) days of contract start date. At that time, Contractor must provide a list of any equipment that requires repair/replacement and associated costs. Once repaired/replaced, Contractor will be required to maintain the equipment pursuant to 4.2.13 (Ongoing Maintenance Services) of the SOW. This requirement applies to all subsequent equipment added during the term of the Contract.
- vii. Proposer's cost will be evaluated based on Pricing Summary: Total Contract Sum (A3) as listed in "Pricing Schedule" tab. Totals from Equipment Maintenance worksheet (row 595) herein will be totaled and summarized in Pricing Schedule tab in "Task 2: Equipment Maintenance Services (Pricing Provided on Tab 2, Equipment Maintenance)".

*Note: Formulas have been added into the worksheets for Proposer convenience. It the responsibility of each Proposer to ensure submitted pricing is accurate and complete.*

APPENDIX B- REQUIRED FORMS  
EXHIBIT 10 - PRICING SCHEDULE

Pricing Summary	
Total Contract Sum (Total for Task 1, 2, 3, and 5 (A))	\$ 30,000,000.00

A. Support Services and Ongoing Operations	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Task 1: General Administration	\$722,001.85	\$722,001.85	\$722,001.85	\$722,001.85	\$722,001.85	\$722,001.85	\$722,001.85	\$722,001.85	\$722,001.85	\$722,001.85
Task 2: Equipment Maintenance Services (Pricing Provided on Tab 2 - Equipment Maintenance)	* see below	N/A	N/A	N/A	N/A	N/A	N/A			
Task 3: Broadcast Services	\$2,277,998.15	\$2,277,998.15	\$2,277,998.15	\$2,277,998.15	\$2,277,998.15	\$2,277,998.15	\$2,277,998.15	\$2,277,998.15	\$2,277,998.15	\$2,277,998.15
Task 4: As-Needed Software Upgrades (Pricing Provided Below on Line Item C17)										
Task 5: Media Wall Support and Maintenance	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 6: System Modernization (Pricing Provided Below on Line Item C21)										
<b>TOTAL</b>	<b>\$3,000,000.00</b>	<b>\$ 3,000,000.00</b>	<b>\$ 3,000,000.00</b>	<b>\$ 3,000,000.00</b>	<b>\$ 3,000,000.00</b>	<b>\$ 3,000,000.00</b>	<b>\$ 3,000,000.00</b>	<b>\$ 3,000,000.00</b>	<b>\$ 3,000,000.00</b>	<b>\$ 3,000,000.00</b>

B. As-Needed Services (Equipment and Software Upgrades/Additions)*	Proposed Hourly Labor Rate*
Task 2: Time and Material Rate/Hour (as set forth in SOW Section 4.2.14, Time & Material Services)	\$ 250.00
Task 4: As-Needed Software Upgrades/Additions Rate/Hour (as set forth in SOW Section 4.4, As-Needed Software Upgrades/Additions)	\$ 200.00

\*Fixed hourly rates shall be fully burdened and shall include, but not be limited to, all labor and administrative costs, travel, overhead, benefits, and profit.

C. System Modernization**	
Task 6: System Modernization	\$ 6,257,550.00

\*\* One-time cost to be approved at the County's discretion.

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

\* Task 2: Equipment maintenance, software , repair and replacement costs are the responsibility of the County and all applicable costs and labor will be billed at the Time and Materials (T&M) rate upon request.

***INTENTIONALLY OMITTED***

## COUNTY'S ADMINISTRATION

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

### COUNTY PROJECT DIRECTOR:

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

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

### COUNTY PROJECT MANAGER:

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

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

### COUNTY CONTRACT PROJECT MONITOR:

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

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

# CONTRACTOR'S ADMINISTRATION

**CONTRACTOR'S NAME:** \_\_\_\_\_

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

**CONTRACTOR'S PROJECT MANAGER:**

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

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

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

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

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

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

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

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

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Notices to Contractor will be sent to the following:**

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

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

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT**

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

CONTRACTOR NAME \_\_\_\_\_ Contract No. \_\_\_\_\_

**GENERAL INFORMATION:**

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

**CONTRACTOR ACKNOWLEDGEMENT:**

Contractor understands and agrees that the Contractor employees, consultants, 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

**CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT**

original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor 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 will 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.

**COPYRIGHT ASSIGNMENT AGREEMENT**

Contractor and Contractor's Staff agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by Contractor and Contractor's Staff in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom will be the sole property of the County. In this connection, Contractor and Contractor's Staff hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, Contractor and Contractor's Staff agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

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

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

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_



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

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names.



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

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

### FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

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

No shame | No blame | No names



### ABOUT THE BABY SAFE SURRENDER PROGRAM

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

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

No shame | No blame | No names

ANY FIRE STATION.  
ANY HOSPITAL.  
ANY TIME.

1.877.222.9723  
[BabySafeLA.org](http://BabySafeLA.org)

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



BabySafeLA.org

No shame | No blame | No names





## FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

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

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

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

---

## ANSWERS TO YOUR QUESTIONS

### Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

### Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

### What information needs to be provided?

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

### What happens to the baby?

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

### What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

### How can a parent get a baby back?

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

### If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

**1.877.222.9723 or [BabySafeLA.org](http://BabySafeLA.org)**

English, Spanish and 140 other languages spoken.

***THIRD PARTY PRODUCTS***

REQUIRED FORMS - EXHIBIT 9

**THIRD PARTY PRODUCTS**

As of the Effective Date of the Contract, the following Third Party Software will be provided by Contractor. Should this change during the term of the Contract, this Exhibit will be updated to reflect any additional Third Party Software. Use additional sheet(s) if necessary.

	<b>Name</b>	<b>Vendor</b>	<b>Purpose</b>
1	Smartsheet	Supplied by Pegasus	Reporting and records
2	Adobe Creative Suite	Supplied by Pegasus	Editing, graphic design
3			
4			
5			
6			

# INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

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

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

## 1. DEFINITIONS

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

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

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

## 2. INFORMATION SECURITY AND PRIVACY PROGRAMS

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

The Contractor will 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 will:

- 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 will 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 will include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures will 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 will perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor will 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 will 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 will retain exclusive rights and ownership thereto. County Information will not be used by the Contractor for any purpose other than as required under this Contract, nor will 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 will 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 will 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 will 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 will 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 will 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 will have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor will notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor will notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.
- e. **Retention of County Information.** The Contractor will not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

## 7. CONTRACTOR EMPLOYEES

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

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

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

- b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c) **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.
- d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.
- e) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f) **Privacy:** The Contractor's Privacy Policies and procedures as described in Section 2b. Privacy Program.

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

## 8. SUBCONTRACTORS AND THIRD PARTIES

The County acknowledges that in the course of performing its services, the Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Exhibit will also apply to all Subcontractors and third parties. The Contractor or third party will be subject to the following terms and conditions: (i) each Subcontractor and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Contract including this Exhibit; and (ii) the Contractor will 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 will obtain advanced approval from the County's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

## 9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information will 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 will 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 will be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

## 10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

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

as confidential (excluding items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County's option.

#### **11. PHYSICAL AND ENVIRONMENTAL SECURITY**

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

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

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

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

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

#### **13. ACCESS CONTROL**

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

The Contractor will 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 will 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 will record, review and act upon all events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor will ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

#### **14. SECURITY AND PRIVACY INCIDENTS**

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

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

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

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

**Chief Information Security Officer:**

Jeffrey Aguilar  
Chief Information Security Officer  
320 W Temple, 7<sup>th</sup> Floor  
Los Angeles, CA 90012  
(213) 253-5659

**Chief Privacy Officer:**

Lillian Russell  
Chief Privacy Officer  
320 W Temple, 7<sup>th</sup> Floor  
Los Angeles, CA 90012

(213) 351-5363

**Departmental Information Security Officer:**

Bryan Ward

Departmental Information Security Officer

(213) 974-0942

[bward@bos.lacounty.gov](mailto:bward@bos.lacounty.gov)

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

Notwithstanding any other provisions in this Contract and Exhibit, The Contractor will be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information

caused by the Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

#### 15. NON-EXCLUSIVE EQUITABLE REMEDY

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

#### 16. AUDIT AND INSPECTION

- a. **Self-Audits.** The Contractor will 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 will 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 will 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 will 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 will 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, will 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 will complete a questionnaire regarding Contractor's Information Security and/or program. The County will pay for the County requested audit unless the auditor finds that the Contractor has materially breached this Exhibit, in which case the Contractor will 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 will 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 will 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 will extend to any regulators with oversight of the County. The Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

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

## **17. CYBER LIABILITY INSURANCE**

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

The Contractor will secure and maintain cyber liability insurance coverage with limits of at least **\$2,000,000** 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 will add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

## **18. PRIVACY AND SECURITY INDEMNIFICATION**

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

- The Contractor's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;

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

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

## ADDENDUM B: CONTRACTOR HARDWARE CONNECTING TO COUNTY SYSTEMS

Notwithstanding any other provisions in this Contract, the Contractor will ensure the following provisions and security controls are established for any and all Systems or Hardware provided under this contract.

- a. **Inventory:** The Contractor must actively manage, including through inventory, tracking, loss prevention, replacement, updating, and correcting, all hardware devices covered under this Contract. The Contractor must be able to provide such management records to the County at inception of the contract and upon request.
- b. **Access Control:** The Contractor agrees to manage access to all Systems or Hardware covered under this contract. This includes industry-standard management of administrative privileges including, but not limited to, maintaining an inventory of administrative privileges, changing default passwords, use of unique passwords for each individual accessing Systems or Hardware under this Contract, and minimizing the number of individuals with administrative privileges to those strictly necessary. Prior to effective date of this Contract, the Contractor must document their access control plan for Systems or Hardware covered under this Contract and provide such plan to the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO) for review and approval. The Contractor must modify and/or implement such plan as directed by the DISO and CISO.
- c. **Operating System and Equipment Hygiene:** The Contractor agrees to ensure that Systems or Hardware will be kept up to date, using only the most recent and supported operating systems, applications, and programs, including any patching or other solutions for vulnerabilities, within ninety (90) Days of the release of such updates, upgrades, or patches. The Contractor agrees to ensure that the operating system is configured to eliminate any unnecessary applications, services and programs. If for some reason the Contractor cannot do so within ninety (90) Days, the Contractor must provide a Risk assessment to the County's Chief Information Security Officer (CISO).
- d. **Vulnerability Management:** The Contractor agrees to continuously acquire, assess, and take action to identify and remediate vulnerabilities within the Systems and Hardware covered under this Contract. If such vulnerabilities cannot be addressed, The Contractor must provide a Risk assessment to the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO). The County's CISO must approve the Risk acceptance and the Contractor accepts liability for Risks that result to the County for exploitation of any unremediated vulnerabilities.
- e. **Media Encryption:** Throughout the duration of this Contract, the Contractor will encrypt all workstations, portable devices (e.g., mobile, wearables, tablets,) and removable media (e.g., portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) associated with Systems and Hardware provided under this Contract in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise required or approved by the County's Chief Information Security Officer (CISO).
- f. **Malware Protection:** The Contractor will provide and maintain industry-standard endpoint antivirus and antimalware protection on all Systems and Hardware as approved or required by the Department Information Security Officer (DISO) who will

consult with the County's Chief Information Security Officer (CISO) to ensure provided hardware is free, and remains free of malware. The Contractor agrees to provide the County documentation proving malware protection status upon request.

### ADDENDUM C: APPLICATION SOURCE CODE REPOSITORY

The Contractor will manage the source code in the manner prescribed in this Addendum unless the Contract prescribes procedures for managing the source code and those procedures are no less stringent than the procedures described in this addendum.

- a. **County Application Source Code.** To facilitate the centralized management, reporting, collaboration, and continuity of access to the most current production version of application source code, all code, artifacts, and deliverables produced under this Contract, (hereinafter referred to as “County Source Code”) will be version controlled, stored, and delivered on a single industry-standard private Git repository, provided, managed, and supported by the County. Upon commencement of the contract period, the Contractor will be granted access to the County’s private Git repository.
- b. **Git Repository.** The Contractor will use the County Git repository during the entire lifecycle of the project from inception to final delivery. The Contractor will create and document design documents, Data flow diagrams, security diagrams, configuration settings, software or hardware requirements and specifications, attribution to third-party code, libraries and all dependencies, and any other documentation related to all County Source Code and corresponding version-controlled documentation within the Git repository. This documentation must include an Installation Guide and a User Guide for the final delivered source code such that County may download, install, and make full functional use of the delivered code as specified and intended.

CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, \_\_\_\_\_, a \_\_\_\_\_, ("Grantor") does hereby assign, grant, convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training aids, training documentation and aids, and other information and/or tools of all types (including, without limitation, those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or acquired, in whole or in part, under the Agreement described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, incorporating or relating to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment shall include, but is not limited to, all prior choices-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

Grantor and Grantee have entered into County of Los Angeles Agreement Number \_\_\_\_\_ for \_\_\_\_\_, dated \_\_\_\_\_, as amended by Amendment Number \_\_\_\_\_, dated \_\_\_\_\_,

*{NOTE to Preparer: reference all existing Amendments}* as the same hereafter may be amended or otherwise modified from time to time (the "Agreement").

\_\_\_\_\_  
Grantor's Signature Date

Grantor's Printed Name: \_\_\_\_\_

Grantor's Printed Position: \_\_\_\_\_

**BOARD LETTER/MEMO  
CLUSTER FACT SHEET**

Board Letter

Board Memo

Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/18/2023	
<b>BOARD MEETING DATE</b>	11/7/2023	
<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	
<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: \$879,000 (all funds) \$185,000 (NCC)	Funding source:  TERMS (if applicable): Explanation:
<b>PURPOSE OF REQUEST</b>		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<ul style="list-style-type: none"> <li>• Add five (5) new employee classifications for the Departments of Health Services (DHS), Fire, and Medical Examiner;             <ul style="list-style-type: none"> <li>○ Language Services Supervisor (1163)</li> <li>○ Manager, Autopsy Operations and Support Services (4886)</li> <li>○ Senior Healthcare Interpreter (1151)</li> <li>○ Speech-Language Pathology Assistant (5892)</li> <li>○ Supervising Helicopter Mechanic</li> </ul> </li> <li>• Delete two (2) represented classifications;             <ul style="list-style-type: none"> <li>○ Clinical Laboratory Scientist Administrative Coordinator (4909)</li> <li>○ Mental Health Education Consultant (8709)</li> </ul> </li> <li>• Reclassify 35 positions in the Departments of Auditor-Controller, Children and Family Services, County Counsel, DHS, Human Resources, Internal Services (ISD), Medical Examiner, Mental Health, Parks and Recreation, Public Defender (PD), Registrar-Recorder/County Clerk (RRCC), and Treasurer and Tax Collector; and</li> <li>• Adjust the staffing provision to reflect the addition of 42 positions at LACERA.</li> </ul>	
<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: Ann Havens, Senior Manager, (213) 974-9960, <a href="mailto:AHavens@ceo.lacounty.gov">AHavens@ceo.lacounty.gov</a>	



## **CEO November 7, 2023 General Reclass Board Letter Summary**

### CEO Classification/Compensation Contact Information:

Ann Havens, Senior Manager, (213) 974-9960, [AHavens@ceo.lacounty.gov](mailto:AHavens@ceo.lacounty.gov)

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

This Board Letter includes:

- Add five (5) new employee classifications for the Departments of Health Services (DHS), Fire, and Medical Examiner;
  - Language Services Supervisor (1163)
  - Manager, Autopsy Operations and Support Services (4886)
  - Senior Healthcare Interpreter (1151)
  - Speech-Language Pathology Assistant (5892)
  - Supervising Helicopter Mechanic
  
- Delete two (2) represented classifications;
  - Clinical Laboratory Scientist Administrative Coordinator (4909)
  - Mental Health Education Consultant (8709)
  
- Reclassify 35 positions in the Departments of Auditor-Controller, Children and Family Services, County Counsel, DHS, Human Resources, Internal Services (ISD), Medical Examiner, Mental Health, Parks and Recreation, Public Defender (PD), Registrar-Recorder/County Clerk (RRCC), and Treasurer and Tax Collector; and
  
- Adjust the staffing provision to reflect the addition of 42 positions at LACERA.





**Chief  
Executive  
Office.**

**COUNTY OF LOS ANGELES**

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

**CHIEF EXECUTIVE OFFICER**

Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

November 7, 2023

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  
(ALL DISTRICTS) (3 VOTES)**

**SUBJECT**

This letter and accompanying ordinance will update the tables of positions and the departmental staffing provisions by adding five (5) new employee classifications; deleting two (2) represented classifications; reclassifying positions in various County departments and adjusting the staffing provision of the Los Angeles County Employees Retirement Association (LACERA).

**IT IS RECOMMENDED THAT THE BOARD:**

Approve the accompanying ordinance amending Title 6-Salaries, of the County Code to:

1. Add five (5) new employee classifications for the Departments of Health Services (DHS), Fire, and Medical Examiner;
2. Delete two (2) represented classifications;
3. Reclassify 35 positions in the Departments of Auditor-Controller, Children and Family Services, County Counsel, DHS, Human Resources, Internal Services (ISD), Medical Examiner, Mental Health, Parks and Recreation, Public Defender (PD), Registrar-Recorder/County Clerk (RRCC), and Treasurer and Tax Collector; and
4. Adjust the staffing provision to reflect the addition of 42 positions at LACERA.

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

The Board of Supervisors (Board) has requested submission of classification letters on a periodic basis throughout the year to implement recommended actions in a timely manner. Approval will provide the ordinance authority for County departments to implement the classification and compensation changes in this letter.

These actions are recommended based upon generally accepted professional principles of classification and compensation. Furthermore, these actions are important in addressing departmental operational needs and in maintaining consistency in personnel practices throughout the County. The proper allocation of positions facilitates efficient business operations and can reduce the number of costly personnel-related issues.

### **New Employee Classifications**

We are recommending the establishment of two (2) new classifications, Senior Healthcare Interpreter (Item No. 1151) and Language Services Supervisor (Item No. 1163) to support DHS' Language Access Program (Attachment A). The Senior Healthcare Interpreter will serve in a lead capacity by assisting with the coordination and monitoring of the daily operations of a language access program and positions and will provide the more difficult and complex interpretation/translation services to patients and their family members, physicians, nurses, and other health professionals in one or more foreign languages. The Language Services Supervisor is being established to coordinate and implement a language services program, including supervision of the day-to-day activities of interpreters providing interpretation/translation services. This classification will assist in planning, developing, recommending, and implementing the language services program's goals and objectives, policies and procedures, and standards. The establishment of these new classes will support DHS' goal to provide quality language access services and minimize barriers to healthcare for limited English proficiency patients.

We are recommending the establishment of the Speech-Language Pathology Assistant (Item No. 5892) classification to support DHS' speech therapy operations (Attachment A). Positions assigned to the new Speech-Language Pathology Assistant classification will receive clinical supervision from a licensed speech-language pathologist and administrative supervision from a therapy supervisor or therapy chief. The positions assist patients with communication and/or swallowing disorders to attain, regain, or maintain communication and swallowing function or to adjust to their capabilities. This new class will require certification as a Speech-Language Pathology Assistant from the Speech-Language Pathology and Audiology and Hearing Aid Dispensers Board, as required by the State of California regulations and to perform essential functions in

speech therapy operations. The creation of this new class will relieve speech-language pathologists from routine activities and aid in the streamlining of speech therapy services across the department.

We are recommending the establishment of the Manager, Autopsy Operations and Support Services (Item No. 4886) classification (Attachment A). The position will be assigned to the Medical Division in the Department of Medical Examiner and will report to a Medical Director position. The position will oversee, through subordinate supervisors, the 24-hour, 7-day a week forensic and autopsy support services. This new classification will support the Department of Medical Examiner's goal to better support autopsy and forensic service floor functions.

We are recommending the establishment of the Supervising Helicopter Mechanic (Item No. 7495) classification to provide supervision to a crew of helicopter mechanics and participate in the more difficult work of repairing airframes, engines, components, and other appliances associated with aircraft owned and operated by the County (Attachment A). The Fire and Sheriff Departments both have positions within the Helicopter Mechanic Occupational Series. Currently, all positions in each department's air maintenance operations report directly to their respective Chief, Helicopter Maintenance (Item No. 7498) position. The new supervisory classification will provide daily supervision to the crew and allow the Chief, Helicopter Maintenance to focus on managerial duties.

#### Delete Classifications

In conjunction with our continuing goal of reducing classifications, we are recommending the deletion of two (2) vacant represented classifications from the Classification Plan (Attachment A). The represented classifications have been approved for deletion by 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.

### Reclassifications

There are 35 positions in 12 departments being recommended for reclassification (Attachment B). The duties and responsibilities assigned to these positions have changed since the original allocations were made. Therefore, the subject positions would be more appropriately allocated in the recommended classes.

### LACERA Ordinance Adjustments

LACERA employees are statutorily-designated employees of the County of Los Angeles and shall be included in the salary ordinance adopted by the Board.

LACERA is requesting to update their staffing ordinance to increase the number of Retirement Benefits Specialist I (Item No. 1309) positions. These positions will participate in the Core Benefits Training Program (CBT) in order to advance to the level of Retirement Benefits Specialist II. The positions are needed in order to adequately staff the various units within the Benefits and Member Services Divisions. As a result of attrition within the units, service levels for LACERA members cannot be maintained without additional trained staff. Therefore, we recommend approval of the request to increase the number of positions.

LACERA is requesting to update their staffing ordinance to increase the number of Retirement Benefits Specialist II (Item No. 1310) positions. These positions will research, resolve, and process complex benefit claims and inquiries. The additional positions will be necessary in order to allow for the placement of Retirement Benefits Specialists I who successfully complete the CBT. Without the additional positions, there will not be enough vacancies to place the Retirement Benefits Specialist I employees completing the training program. Therefore, we recommend approval of the request to increase the number of positions.

LACERA is requesting to update their staffing ordinance to increase the number of Senior Disability Retirement Specialist II (Item No. 1632) positions. The additional positions will address increased workload and will investigate and make recommendations regarding difficult and complex disability retirement claims. The additional positions are needed in order to address disability claims from LACERA members in a timely manner. Therefore, we recommend approval of the request to increase the number of positions.

LACERA is requesting to update their staffing ordinance to increase the number of Intermediate Typist-Clerk, LACERA (Item No. 0445) positions. The additional positions will process various documents, maintain clerical records, and type various documents. The additional position will address the increased clerical support workload within the

Document Processing Center Section. Therefore, we recommend approval of the request to increase the number of positions.

### **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**

If the 42 LACERA positions were filled, the estimated cost for the additional positions is \$5,101,000. This could potentially result in future costs to the County in the form of increased employer contribution.

The projected budgeted annual cost resulting from the recommended reclassifications is estimated to total \$879,000 (all funds). Net County cost is estimated to be \$185,000. Cost increases associated with upward reclassification actions will be absorbed within the Adopted Budget for each affected department. No additional funding is required.

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

The County Charter 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.

California Government Code sections 31522.1, 31522.2 and 31522.4, County Employees Retirement Law of 1937 (CERL), states that retirement system employees are County employees who are to be included in the salary ordinance adopted by the Board. Further, the Constitution and our County Charter provides the Board with the authority to create classifications and set the compensation of County employees.

Appropriate notifications have been made to the impacted employee organizations regarding the recommended classification actions. The accompanying ordinance implementing amendments to Title 6-Salaries, of the County Code, has been approved as to form by County Counsel.

The Honorable Board of Supervisors  
11/7/2023  
Page 6

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

Approval of these classification recommendations will enhance the operational effectiveness of the departments through the proper classification and compensation of positions.

Respectfully submitted,

FESIA A. DAVENPORT  
Chief Executive Officer

FAD:JMN:ADC:AYH  
JR:AS:mmg

Enclosures

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

**CLASSIFICATION PLAN CHANGES**

**ATTACHMENT A**

**CLASSIFICATIONS RECOMMENDED FOR  
ADDITION TO THE CLASSIFICATION PLAN**

Proposed Savings/ Cafeteria Benefit Plan	Item No.	Title	Recommended Salary Schedule and Level	
Horizon/ Options	1163	Language Services Supervisor	N5MO	89D
Savings/ Megaflex	4886	Manager, Autopsy Operations and Support Services	NMO	108B
Horizon/ Options	1151	Senior Healthcare Interpreter	N5MO	87D
Horizon/ Options	5892	Speech-Language Pathology Assistant	NMRO	87H
Horizon/ Choices	7495	Supervising Helicopter Mechanic	F \$11,178.81	

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

Item No.	Title
4909	Clinical Laboratory Scientist Administrative Coordinator
8709	Mental Health Education Consultant

## DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

### ATTACHMENT B

#### AUDITOR-CONTROLLER

No of Pos.	Present Classification	No of Pos.	Classification Findings
3	Program Specialist IV, Auditor-Controller Item No. 0716A N39MC 115J Non-Represented	2	Program Specialist V, Auditor-Controller Item No. 0717A N39MC 118F Non-Represented
		1	Chief Accountant Item No. 0652A N39MC 118F Non-Represented

The first subject Program Specialist IV, Auditor-Controller (PS IV, A-C) position is located in the Office of County Investigations, Digital Forensics Unit and will report to a Division Chief, Auditor-Controller. The position is currently managing the Digital Forensics Unit and will manage an investigation team of systems analysts. In addition, the subject position will provide technical consultation to County departments on forensic findings and recommended courses of action. The position will ensure forensic findings are managed and conducted in compliance with appropriate laws and policies. The duties and responsibilities of the subject position meet the classification criteria for PS V, A-C, a class that is typically responsible for serving as a technical consultant and advisor to management on technical procedural matters. Therefore, we recommend upward reallocation of the subject position to PS V, A-C.

The second subject PS IV, A-C position is located within the Countywide Payroll Division and will report to a Division Chief, Auditor-Controller. The PS IV, A-C will oversee the development and implementation of the Countywide Personnel/Payroll Academy. The subject position will provide line departments with uniform training guides and modules related to payroll functions and processing, and function as a technical advisor to County payroll offices on payroll practices. The duties and responsibilities of the subject position meet the classification criteria for PS V, A-C, a class that is typically responsible for serving as a technical consultant and advisor to management on technical procedural matters. Therefore, we recommend upward reallocation of the subject position to PS V, A-C.



## DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

### ATTACHMENT B

#### AUDITOR-CONTROLLER (Continued)

The third subject PS IV, A-C position is located within the Property Tax Apportionment Division and will report to a Division Chief, Auditor-Controller. The subject position will manage, advise, and direct the Apportionment Section. The position will monitor, analyze, plan, and implement processes and requirements in connection with the property tax roll valuations, extension, and boundary annexations. In addition, the position will assist the Division Chief in analyzing the impact of proposed legislation and help to implement changes to policies and procedures. The duties and responsibilities of the subject position meet the classification criteria for Chief Accountant, a class that is typically responsible for assisting in the administration of a division with responsibility for directing a major section or several smaller sections. Therefore, we recommend upward reallocation of the subject position to Chief Accountant.

#### CHILDREN AND FAMILY SERVICES

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Children Services Administrator III Item No. 9088A NMO 118A Non-Represented	1	Administrative Services Division Manager Item No. 1007A N23 S13 Non-Represented

The subject Children Services Administrator III (CSA III) position is located within the new Contract Compliance Division and reports directly to a Deputy Director, Children and Family Services. The CSA III is responsible for directing the division, which will provide administrative services that impact foster care placement. In addition, the division will maintain compliance with governmental regulations. The position is responsible for managing a contract and fiscal compliance section with approximately 350 contracts worth \$673 million. The position will direct staff who perform contract compliance and technical reviews of statements of work and plans of operation to ensure compliance with local, State, and federal guidelines. In addition, the position will manage a section of Financial Specialists who conduct Fiscal Compliance Assessments, Fiscal Compliance Desk Reviews, and other various audits. The duties and responsibilities of the subject position meet the classification criteria for Administrative Services Division Manager, a class that is responsible for managing a division, composed of multiple sections, and ensuring departmental compliance with local, State, and federal regulations. Therefore, we recommend upward reallocation of the subject position to Administrative Services Division Manager.

## DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

### ATTACHMENT B

#### COUNTY COUNSEL

No of Pos.	Present Classification	No of Pos.	Classification Findings
2	Management Specialist, County Counsel Item No. 0894A NMO 112C Non-Represented	1	Administrative Services Manager I Item No. 1002A NMO 105B Non-Represented
		1	Administrative Services Manager II Item No. 1003A NMO 108B Non-Represented

The first subject Management Specialist, County Counsel position reports to an Administrative Services Manager II in the Administrative Services Bureau Financial Management Branch. Specifically, this position plans, organizes, assigns, and evaluates the work of three (3) Administrative Assistants III performing routine to moderately complex analytical assignments in budgeting and accounting such as preparation of financial reports, analyses, and auditing and billing procedures in accordance with applicable regulations; conducts complex and sensitive research assignments in accounting, budgeting, and the management of fiscal reporting, auditing, and internal controls; and assists with developing and implementing upgraded internal controls using ongoing monitoring activities to ensure compliance with internal policies and procedures. The duties and responsibilities of the subject position meet the classification criteria for Administrative Services Manager I, which are typically located in central administrative departments or the central administrative office of a line department and receive general supervision from a higher-level supervisor or manager. Positions are responsible for independently carrying out a full range of difficult to complex analytical assignments within one or more administrative functional areas and for making recommendations on complex issues that directly impact departmental programs and administrative operations, and which may be of a confidential or sensitive nature. Some incumbents in this class may be required to lead or supervise a unit of lower-level analysts. Therefore, we recommend downward reallocation of the subject position to Administrative Services Manager I.

The second subject Management Specialist, County Counsel position reports to the Departmental Finance Manager II for the Administrative Services Bureau Financial Management Branch. Specifically, this position plans, organizes, assigns, and evaluates the work of the aforementioned Management Specialist, County Counsel (recommended

## DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

### ATTACHMENT B

#### COUNTY COUNSEL (Continued)

for downward reallocation to Administrative Services Manager I) and an Accounting Officer I in the provision of oversight to administrative and accounting staff, respectively; ensures accurate and timely budgetary, revenue-collection, invoicing and other day-to-day financial operations within the department; performs the most difficult and complex professional budgetary, accounting, operational, and financial analyses and reporting activities for the unit; and plans, conducts, and formulates recommendations in connection with highly complex and sensitive specialized research assignments to address operational, financial, program, and other issues. The duties and responsibilities of the subject position meet the classification criteria for Administrative Services Manager II. Positions allocable to this supervisory class are located in the central administrative office of a line department, receive general supervision from a higher-level supervisor or manager, and are responsible for supervising a unit of analysts performing a full range of difficult to complex analytical assignments within functional areas such as human resources, contracts, budget, finance, and other closely related administrative functional areas. Incumbents make recommendations on highly complex issues that directly impact departmental programs and administrative operations, and which may be of a confidential or sensitive nature. Therefore, we recommend downward reallocation of the subject position to Administrative Services Manager II.

#### HEALTH SERVICES – AMBULATORY CARE NETWORK

No of Pos.	Present Classification	No of Pos.	Classification Findings
4	Pharmacy Helper Item No. 5501A NMO 77D Represented	4	Pharmacy Technician Item No. 5504A NMO 82G Represented

The subject four (4) Pharmacy Helper positions report to a Pharmacy Supervisor I and provide a variety of technical and support pharmacy services to Pharmacists. Specific duties include filling and packing medication; restocking medication for automated drug delivery systems and shelves; receiving medication and verifying correct quantity and type of medication against invoices; segregating, labeling, and storing pharmaceutical supplies; reviewing pharmacy stock for expired drugs; picking up and delivering drugs; typing labels for medications and delivering to a pharmacist; maintaining patient medication profiles; and maintaining records of prepackaged drugs. The duties and responsibilities of the subject positions meet the classification criteria for Pharmacy Technician as the primary responsibilities include filling and packing medication, maintaining drug and supply inventory, and stocking of the automated drug delivery

## DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

### ATTACHMENT B

#### HEALTH SERVICES – AMBULATORY CARE NETWORK (Continued)

system, which require a licensed Pharmacy Technician with the skills and knowledge in pharmacy to provide a variety of technical and support services. Therefore, we recommend upward reallocation of the subject positions to Pharmacy Technicians.

#### HEALTH SERVICES – HARBOR-UCLA MEDICAL CENTER

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Information Technology Manager I Item No. 2565A N23 S11 Non-Represented	1	Information Technology Manager II Item No. 2571A N23 S12 Non-Represented
1	Physician M.D. (Non-Megaflex) Item No. 5474F N43 D02 Represented	1	Physician Specialist, Surgery-Neurological (Non-Megaflex) Item No. 5476A N43 D35 Represented

The subject Information Technology Manager I position is allocated to Harbor-UCLA Medical Center and reports to an Associate Chief Information Systems, Health Services. The subject position supervises the Facility Information Technology (IT) Support Unit, Database Administration Unit, and Application Development/Support Unit through subordinate supervisors and serves as Project Director to oversee the development and implementation of multiple large IT projects. The duties have evolved to include the replacement of GHX Procurement Suite, and taking over system support, project management and project governance for the Hospital Equipment Management System for DHS IT, DHS Facilities Management, and DHS BioMed systems. These modules are previously managed by each DHS facility and have been centralized and consolidated to the division. The duties and responsibilities of the subject position meet the classification criteria for Information Technology Manager II. Therefore, we recommend upward reallocation of the position to Information Technology Manager II.

The subject Physician M.D. (Non-Megaflex) position is assigned to Harbor-UCLA Medical Center and reports to a Physician Specialist, Surgery-Neurological (this position is being reallocated upward). The subject position provides neurological care to both inpatients and outpatients, which includes specialized surgical treatment of the brain, spine, nervous system, and any associated nerves, muscles, and blood vessels. Specific duties include

## DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

### ATTACHMENT B

#### HEALTH SERVICES – HARBOR-UCLA MEDICAL CENTER (Continued)

providing direct patient care for patients in the Emergency Department and operating rooms, both trauma and non-trauma, as well as care in the neurosurgery clinic; providing training and guidance to medical trainees in the development and execution of individualized treatment plans; performing and overseeing diagnostic and therapeutic procedures in the inpatient setting, maintaining appropriate documentation in Online Real-time Centralized Health Information Database (ORCHID) or other appropriate patient record, and providing eConsult specialty reviews. The duties and responsibilities of the subject position meet the classification criteria for Physician Specialist, Surgery-Neurological. The position is responsible for performing specialized neurological care and surgical treatment and providing training to medical trainees. Therefore, we recommend upward reallocation of the subject position to Physician Specialist, Surgery-Neurological.

#### HEALTH SERVICES – LAC+USC MEDICAL CENTER

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Materials Management Systems Coordinator Item No. 2622A NMO 116A Non-Represented	1	Information Technology Supervisor Item No. 2598A NMO 116G Non-Represented

The subject Materials Management Systems Coordinator position is allocated to LAC+USC Medical Center and reports to the Information Technology Manager I, also being studied. The position oversees the Facility IT Support Unit and provides full administrative and technical supervision to IT personnel. The subject position serves as Project Manager and is responsible for multiple large IT projects. Specific duties include managing the planning, integration, maintenance, implementation, and support for the Commercial Off the Shelf IT systems. The position is responsible for coordinating system enhancements and increasing system adoption in all the DHS facilities. To achieve this goal, the position has to work with each facility on the planning, designing, developing, and implementing enhancements, as well as maintaining and supporting the systems after deployment. The duties and responsibilities of the subject position meet the classification criteria for Information Technology Supervisor. Therefore, we recommend upward reallocation of the subject position to Information Technology Supervisor.

## DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

### ATTACHMENT B

#### HEALTH SERVICES – OLIVE VIEW-UCLA MEDICAL CENTER

No of Pos.	Present Classification	No of Pos.	Classification Findings
4	Computer Equipment Operator Item No. 2489A NMO 77A Represented	4	Dispatcher II Item No. 2447A NMO 79L Represented

The subject four (4) Computer Equipment Operator positions report to a Manager I, Facilities Operations and Crafts and are responsible for monitoring Olive View-UCLA Medical Center's building automation systems, security, and fire alarms housed in the Building Emergency Activation System Room. Duties include monitoring and evaluating operating data information from the various computerized building operating systems, safety controls, and alarm panels to make decisions regarding building system failures; operating proper start-up, operation, and shutdown of equipment and systems, in accordance with established practices and operating procedures; reporting and transmitting appropriate information by telephone or radio to notify facilities management, Fire Department, Police Department, or appropriate personnel when problems arise; and receiving and processing work requests for routine maintenance and preventative repairs. The duties and responsibilities of the subject position meet the classification criteria for Dispatcher II, a class that operates and monitors telecommunications systems and equipment to schedule and dispatch work crews and/or safety police for routine or emergency maintenance and repairs, or for public safety and protection of County property. Therefore, we recommend upward reallocation of the subject positions to Dispatcher II.

#### HUMAN RESOURCES

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Intermediate Clerk Item No. 1138A NMVO 74E Represented	1	Senior Personnel Assistant Item No. 1891A NMO 94B Non-Represented

The subject Intermediate Clerk position will report to a Principal Personnel Assistant in the Exams Assistance and Response Section, Employment Information Services Office unit of the Countywide Talent Assessment Division (CTAD) and will be responsible for serving as point-of-contact for proctors and monitors and responding to issues

## DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

### ATTACHMENT B

#### HUMAN RESOURCES (Continued)

during test administration. In addition, the position will serve as the Disability Accommodations Coordinator for Countywide exams by reviewing and approving request for accommodations, coordinating with exam analysts, and scheduling candidates for alternate testing. The duties and responsibilities of the subject position meet the classification criteria for Senior Personnel Assistant, a class that must be able to make sound judgement and have knowledge of examination practices and procedures to execute impromptu plan changes as well as work independently to perform moderately complex technical work in CTAD. Therefore, we recommend upward reallocation of the subject position to Senior Personnel Assistant.

#### INTERNAL SERVICES DEPARTMENT

No of Pos.	Present Classification	No of Pos.	Classification Findings
4	Section Manager, Custodial Services, ISD Item No. 6810A NMO 104D Non-Represented	4	Administrative Manager X, ISD Item No. 1078A NMO 115J Non-Represented
1	Senior Typist-Clerk Item No. 2216A NMVO 79J Represented	1	Information Technology Project Manager I Item No. 2604A NMO 112D Non-Represented

The subject four (4) Section Manager, Custodial Services, ISD positions are assigned to the Custodial and Landscaping Division within the Operations Service. Duties of the positions include developing, implementing, monitoring, and evaluating work and performance goals, and initiating plans to improve or maintain service levels; tracking data to evaluate division monitoring methods and contract compliance; and assisting contract management staff in developing and negotiating service contracts. The duties and responsibilities of the subject positions meet the classification criteria for Administrative Manager X, ISD. Positions allocated to this class manage a section in the department and act as a special assistant or technical expert in a given area. Incumbents in this class participate and assist in the development and implementation of objectives, policies, and programs. Therefore, we recommend upward reallocation of the subject positions to Administrative Manager X, ISD.

## DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

### ATTACHMENT B

#### INTERNAL SERVICES DEPARTMENT (Continued)

The subject Senior Typist-Clerk position will report to a Section Manager, Information Technology, ISD. Duties of the position include planning, managing, and implementing technical projects; and managing project budgets and timelines. Incumbents in the class of Senior Typist-Clerk perform skilled typing work and highly specialized clerical duties under general direction. In contrast, incumbents in the class of Information Technology Project Manager I plan, manage, and lead the execution of information technology projects and may provide technical leadership and coordination to a project team. The duties and responsibilities of the subject position meet the classification criteria for Information Technology Project Manager I. Therefore, we recommend upward reallocation of the subject position to Information Technology Project Manager I.

#### MEDICAL EXAMINER

No of Pos.	Present Classification	No of Pos.	Classification Findings
3	Intermediate Clerk Item No. 1138A NMVO 74E Represented	3	Intermediate Typist-Clerk Item No. 2214A NMVO 75D Represented

The subject three (3) Intermediate Clerk positions support the Public Services and Investigation Divisions. The primary duties and responsibilities of the position will include sorting, arranging, and filing documents; maintaining office files and records; generating invoices; preparing and typing documents from rough drafts; typing case information into the relevant computerized management systems; and pulling the County's records that are submitted electronically and uploading them into computerized case management systems. The duties and responsibilities of the subject positions meet the classification criteria for Intermediate Typist-Clerk (ITC). Therefore, we recommend upward reallocation of the subject positions to ITC.



**DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS**

**ATTACHMENT B**

**MENTAL HEALTH**

<b>No of Pos.</b>	<b>Present Classification</b>	<b>No of Pos.</b>	<b>Classification Findings</b>
2	Psychiatric Technician II Item No. 8162A NMO 84L Represented	2	Psychiatric Technician III Item No. 8163A NMO 87L Represented

The subject two (2) Psychiatric Technician II positions serve as members of the Homeless Outreach & Mobile Engagement Team, where they are responsible for providing targeted case management, linkage, referral, and collateral services; taking and recording measures of the client’s physical condition; conducting assessments of clients presenting problems related to medications; developing service and support plans; monitoring progress towards goals; and providing in-service trainings. The duties and responsibilities of the subject positions meet the classification criteria for Psychiatric Technician III, a class that provides specialized services to departmental multi-disciplinary teams, other County departments, and community agencies in the delivery of mental health treatment. Therefore, we recommend upward reallocation of the subject positions to Psychiatric Technician III.

**PARKS AND RECREATION**

<b>No of Pos.</b>	<b>Present Classification</b>	<b>No of Pos.</b>	<b>Classification Findings</b>
1	Departmental Personnel Assistant Item No. 1842A NMO 82C Represented	2	Administrative Services Manager I Item No. 1002A NMO 105B Non-Represented
1	Management Analyst Item No. 1848A NMO 98C Non-Represented		

The subject Departmental Personnel Assistant position reports to an Administrative Services Manager II and has direct administrative and technical supervisory responsibility for assigned personnel in the Human Resources Division’s Personnel Unit, including

## DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

### ATTACHMENT B

#### PARKS AND RECREATION (Continued)

evaluating performance, assigning, and evaluating work, and ensuring completion of time-sensitive tasks. The duties and responsibilities of the subject position meet the classification criteria for Administrative Services Manager I. Therefore, we recommend upward reallocation of the subject position to Administrative Services Manager I.

The subject Management Analyst position reports to an Administrative Services Manager II in the Employee Relations and Performance Management Unit and is assigned difficult to complex cases that require a detailed understanding of the various principles, concepts, methods, and techniques related to discipline. Primary duties include conducting investigations, preparing written findings with recommendations, providing guidance to managers on employee misconduct cases, and preparing and issuing letters of reprimand, warnings, and discipline. The duties and responsibilities of the subject position meet the classification criteria for Administrative Services Manager I. Therefore, we recommend upward reallocation of the subject position to Administrative Services Manager I.

#### PUBLIC DEFENDER

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Departmental Chief Information Officer I (UC) Item No. 2579A N23 R13 Non-Represented	1	Departmental Chief Information Officer II (UC) Item No. 2581A N23 R14 Non-Represented

The subject Departmental Chief Information Officer (DCIO) I (UC) position reports to the Chief Deputy Director, PD, and is responsible for managing the operations of the PD IT Division, which functional areas include Development Operations, Infrastructure and Operations, Information Security, and Solution Architect. Specifically, this position leads the implementation of the department's IT Digital First priority, which includes the implementation of the Client Case Management System for the PD and Alternate Public Defender (APD) and the establishment of cross-agency applications integrations; directly and indirectly oversees PD and Indigent Defense Counsel Office (IDCO) IT operations, respectively, including internal staff and external contractors; provides strategic support to the department, APD, and IDCO to address operational, policy, strategic, and budgetary programs; provides Countywide technology strategy support to the Office of the CIO, Information Systems Advisory Board, and other Justice agencies; represents the department's IT function at public stakeholder and ad hoc meetings; and leads and

## DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

### ATTACHMENT B

#### PUBLIC DEFENDER (Continued)

supports the PD and IDCO digital external/internal communications strategy and PD Strategic Plan Implementation Committees. The duties and responsibilities of the subject position meet the classification criteria for DCIO II. Positions work under executive direction to manage the planning, design, coordination, development, implementation, and maintenance of very complex and varied automated information systems and related activities of a large County department. Incumbents formulate and implement related policies and determine IT resources allocation and the scope, direction, and control of proposed information systems. The DCIO II classification is distinguished by its responsibility for the continuous operation and delivery of enterprise-wide integrated business and administrative information services to a large user base through management of multiple information and communication systems that have broad impact on public health, safety, and welfare. Therefore, we recommend upward reallocation of the subject position to DCIO II (UC).

#### REGISTRAR-RECORDER/COUNTY CLERK

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Administrative Services Manager II Item No. 1003A NMO 108B Non-Represented	1	Assistant Division Manager, Programs, Registrar-Recorder/County Clerk Item No. 1125A NMO 112H Non-Represented
2	Administrative Services Manager III Item No. 1004A NMO 118A Non-Represented	2	Division Manager, Registrar-Recorder/County Clerk Item No. 1122A N23 S11 Non-Represented

The subject Administrative Services Manager II position manages the Vote Center Supplies and Transportation Section within the department's Vote Center Management Division. The core duties and responsibilities of the position include strategically planning and executing materials management functions for materials used in the Vote Centers and Vote-By-Mail operations; preparing budgets for rental assets; addressing Vote-By-Mail maintenance operation challenges pertaining to Vote-By-Mail Drop Boxes countywide; directing the planning necessary to acquire facilities and staff to operate Check-in-Centers; administering the collection of ballots; and providing technical and

## DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

### ATTACHMENT B

#### REGISTRAR-RECORDER/COUNTY CLERK (Continued)

administrative guidance to permanent staff, temporary staff, and community volunteers. The duties and responsibilities of the subject position meet the classification criteria for Assistant Division Manager, Programs, RRCC, a class that assists in the management of programs within a division of RRCC. Therefore, we recommend upward reallocation of the subject position to Assistant Division Manager, Programs, RRCC.

The first subject Administrative Services Manager III position manages the Vote Center Management Division within the Election Operations and Logistics Bureau. The core duties and responsibilities of the position include facilitating intra-departmental meetings to develop the election framework and election plans, which guide the planning of Countywide, Statewide, and special municipal elections; coordinating departmental responses to inquiries from the Board, as well as inquiries pertaining to post-election turnout and election-related complaints and grievances; representing the department at litigation hearings and County Equity briefings; determining the location of Vote Centers and Vote-By-Mail Drop Boxes in collaboration with school boards, city clerks, and other jurisdictions and agency representatives; reviewing and analyzing pending legislation to recommend action based on potential effects on the division's operation and changes in the election code; establishing priorities with section managers that reflect goals of the division and department; and preparing sectional budgets for allocating financial and personnel resources. The duties and responsibilities of the subject position meet the classification criteria for Division Manager, RRCC, a class that has immediate charge of a division of RRCC. Therefore, we recommend downward reallocation of the subject position to Division Manager, RRCC.

The second subject Administrative Services Manager III position manages the Vote-By-Mail Division. The core duties and responsibilities of the position include planning, directing, and evaluating the work activities of the division through subordinate supervisors; establishing program policies and procedures in accordance with election codes and departmental directives; participating in the development and implementation of new business systems; serving as liaison to executive management, contracted vendors, and external government agencies; and preparing, maintaining, and controlling the division's budget. The duties and responsibilities of the subject position meet the classification criteria for Division Manager, RRCC, a class that has immediate charge of a division of RRCC. Therefore, we recommend downward reallocation of the subject position to Division Manager, RRCC.

## DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

### ATTACHMENT B

#### TREASURER AND TAX COLLECTOR

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Administrative Assistant III Item No. 0889A NMO 97J Represented	1	Administrative Services Manager I Item No. 1002A NMO 105B Non-Represented

The subject Administrative Assistant position will be responsible for leading the section over complex projects, such as the preparation of the annual budget and yearly status reports. In addition, the position will be responsible for collecting and analyzing data, organizing information, and providing recommendations to problems regarding budget, finance, and administration. The duties and responsibilities of the subject position meet the classification criteria for Administrative Services Manager I, a class that may be responsible for leading a team of lower-level analysts by providing guidance, direction, and training to subordinate staff. The positions may schedule, assign, and monitor the work of the subordinates for completeness, accuracy, and compliance with departmental standards. Therefore, we recommend upward reallocation of the subject position to Administrative Services Manager I.

## **ANALYSIS**

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

- Adding and establishing the salaries for five employee classifications;
- Adding, deleting, and/or changing certain employee classifications and

number of ordinance positions in the departments of Auditor-Controller, Children and Family Services, County Counsel, Health Services, Human Resources, Internal Services, Los Angeles County Employees Retirement Association, Medical Examiner, Mental Health, Parks and Recreation, Public Defender, Registrar-Recorder/County Clerk and Treasurer and Tax Collector.

DAWYN R. HARRISON  
County Counsel

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

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

An ordinance amending Title 6 – Salaries of the Los Angeles County Code to add and establish the salaries for five employee classifications; add, delete and/or change certain employee classifications and number of ordinance positions in various departments to implement the findings of classification studies; and adjust the staffing provisions for the Los Angeles County Employees Retirement Association.

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 add the following classes:

<b>ITEM NO.</b>	<b>TITLE</b>	<b>EFFECTIVE DATE</b>	<b>SALARY OR SALARY SCHEDULE AND LEVEL</b>
<u>1163</u>	<u>LANGUAGE SERVICES SUPERVISOR</u>	<u>                  *</u> <u>10/01/2024</u>	<u>N5MO</u> <u>89D</u> <u>N5MO</u> <u>90F</u>
<u>4886</u>	<u>MGR,AUTOPSY OPS/SUP SRVS</u>	<u>                  *</u> <u>10/01/2024</u>	<u>NMO</u> <u>108B</u> <u>NMO</u> <u>109D</u>
<u>1151</u>	<u>SENIOR HEALTHCARE INTERPRETER</u>	<u>                  *</u> <u>10/01/2024</u>	<u>N5MO</u> <u>87D</u> <u>N5MO</u> <u>88F</u>
<u>5892</u>	<u>SPEECH-LANGUAGE PATHOLOGY ASSISTANT</u>	<u>                  *</u> <u>10/01/2024</u>	<u>NMRO</u> <u>87H</u> <u>NMRO</u> <u>88K</u>
<u>7495</u>	<u>SUPERVISING HELICOPTER MECHANIC</u>	<u>                  *</u> <u>10/01/2024</u>	<u>F 11,178.81</u> <u>F 11,542.11</u>

\*The Executive Office/Clerk of the Board of Supervisors shall insert the effective date for the salary or salary schedule and level in the space provided for the classifications added to Section 6.28.050 of the County Code.

**SECTION 2.** Section 6.40.010 (Auditor-Controller) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0716A	3	PROGRAM SPECIALIST IV,AUDITOR-CONT

**SECTION 3.** Section 6.40.010 (Auditor-Controller) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0652A	7	<u>8</u> CHIEF ACCOUNTANT
0717A	4	<u>6</u> PROGRAM SPECIALIST V,AUDITOR-CONT

**SECTION 4.** Section 6.52.010 (Department of Medical Examiner) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1138A	5	<u>2</u> INTERMEDIATE CLERK
2214A	40	<u>13</u> INTERMEDIATE TYPIST-CLERK

**SECTION 5.** Section 6.53.010 (Department of Children and Family Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
----------	----------------------------	-------



1007A	<del>3</del>	<u>4</u>	ADMINISTRATIVE SERVICES DIV MGR
9088A	<del>53</del>	<u>52</u>	CHILDREN SERVICES ADMINISTRATOR III

**SECTION 6.** Section 6.64.010 (County Counsel) 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
1003A	3 <u>4</u>	ADMINISTRATIVE SERVICES MANAGER II
0894A	4 <u>2</u>	MANAGEMENT SPECIALIST,CO COUNSEL

**SECTION 7.** 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
2565A	<del>3</del> <u>2</u>	INFORMATION TECHNOLOGY MANAGER I
2571A	<del>2</del> <u>3</u>	INFORMATION TECHNOLOGY MANAGER II
5474F	14 <u>13</u>	PHYSICIAN,MD(NON MEGAFLEX)
5476A	<del>330</del> <u>331</u>	PHYSICIAN SPECIALIST(NON MEGAFLEX)

**SECTION 8.** Section 6.78.060 (Department of Health Services – LAC+USC

Medical Center) 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>
2622A	4	<del>MATERIALS MGMT SYSTEMS COORDINATOR</del>

**SECTION 9.** 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 class:

<b>ITEM NO.</b>	<b>NO. OF ORDINANCE POSITIONS</b>	<b>TITLE</b>
2598A	4 <u>2</u>	INFORMATION TECHNOLOGY SUPERVISOR

**SECTION 10.** Section 6.78.070 (Department of Health Services – Olive View-

UCLA Medical Center) 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>
2489A	4	<del>COMPUTER EQUIPMENT OPERATOR</del>

**SECTION 11.** Section 6.78.070 (Department of Health Services – Olive View-UCLA Medical Center) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>2447A</u>	<u>4</u>	<u>DISPATCHER II</u>

**SECTION 12.** 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
5501A	40 <u>6</u>	PHARMACY HELPER
5504A	75 <u>79</u>	PHARMACY TECHNICIAN

**SECTION 13.** Section 6.80.010 (Department of Human Resources) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1138A	4 <u>3</u>	INTERMEDIATE CLERK
1891A	24 <u>25</u>	SENIOR PERSONNEL ASSISTANT

**SECTION 14.** Section 6.81.010 (Internal 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>
6810A	4	<del>SECTION MGR,CUSTODIAL SERVICES,ISD</del>

**SECTION 15.** Section 6.81.010 (Internal 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>2604A</u>	<u>1</u>	<u>INFO TECH PROJECT MANAGER I</u>

**SECTION 16.** Section 6.81.010 (Internal Services Department) 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>
1078A	10 <u>14</u>	ADMINISTRATIVE MANAGER X,ISD
2216A	44 <u>43</u>	SENIOR TYPIST-CLERK

**SECTION 17.** Section 6.86.010 (Department of Mental 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>
8162A	55 <u>53</u>	PSYCHIATRIC TECHNICIAN II

8163A 30 32 PSYCHIATRIC TECHNICIAN III

**SECTION 18.** 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	24 <u>26</u>	ADMINISTRATIVE SERVICES MANAGER I
1842A	3 <u>2</u>	DEPARTMENTAL PERSONNEL ASSISTANT
1848A	24 <u>23</u>	MANAGEMENT ANALYST

**SECTION 19.** Section 6.104.010 (Public Defender - Administration) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<del>2579A</del>	<del>4</del>	<del>DEPT CHIEF INFORMATION OFFR I(UC)</del>

**SECTION 20.** Section 6.104.010 (Public Defender - Administration) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>2581A</u>	<u>1</u>	<u>DEPT CHIEF INFORMATION OFFR II(UC)</u>

**SECTION 21.** 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
1003A	<del>44</del> <u>10</u>	ADMINISTRATIVE SERVICES MANAGER II
1004A	<del>4</del> <u>2</u>	ADMINISTRATIVE SERVICES MANAGER III
1125A	<del>9</del> <u>10</u>	ASST DIV MGR,PROG,REG-REC/CO CLK
1122A	<del>7</del> <u>9</u>	DIVISION MANAGER,REG-REC/CO CLERK

**SECTION 22.** Section 6.126.010 (Treasurer and Tax Collector) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0889A	<del>5</del> <u>4</u>	ADMINISTRATIVE ASSISTANT III
1002A	<del>5</del> <u>6</u>	ADMINISTRATIVE SERVICES MANAGER I

**SECTION 23.** Section 6.127.010 (Los Angeles County Employees Retirement Association) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0445A	<del>4</del> <u>5</u>	INTERMEDIATE TYPIST-CLERK,LACERA
1309A	<del>48</del> <u>35</u>	RETIREMENT BENEFITS SPECIALIST I
1310A	<del>79</del> <u>100</u>	RETIREMENT BENEFITS SPECIALIST II

**SECTION 24.** Pursuant to Government Code Section 25123(f), this ordinance shall take effect immediately upon final passage.

[GENRECLASS110723ASCEO]

DRAFT



**LOS ANGELES COUNTY  
DEPARTMENT OF HEALTH SERVICES**

***Class Specification:*** LANGUAGE SERVICES SUPERVISOR

**ITEM NUMBER:** 1163

**APPROVAL DATE:** TBD

**DEFINITION:**

Coordinates and implements a language services program, including supervision of the day-to-day activities of Healthcare Interpreters who provide interpretation/translation services to patients, physicians, nurses, and other health professionals in one or more foreign languages.

**CLASSIFICATION STANDARDS:**

Positions allocable to this supervisory class report to a higher-level administrator and are responsible for the administrative and technical supervision of a group of Healthcare Interpreters assigned to multiple clinical settings and locations. The Language Services Supervisor is responsible for the day-to-day delivery of quality language services to limited English proficient patients and their families seeking healthcare services. In addition, positions are responsible for assisting in planning, developing, recommending, and implementing the language services program's goals and objectives, policies and procedures, and standards. Positions develop and implement best practices to improve efficiency and quality of language services including vendor negotiations and new contracts.

Incumbents must be knowledgeable of supervisory practices and principles and departmental policies, procedures, services and have a high level of expertise and professionalism in interpreter ethics, techniques, and standards. Incumbents serve as the on-site subject matter expert on Language Services requirements, policies, and procedures and deal effectively with the public, coordinating operations within the department, as well as with other departments and agencies. Positions utilize knowledge of policies, procedures, and resources to ensure compliance with related regulatory and departmental requirements.

***EXAMPLES OF DUTIES:***

Plans, supervises, assigns and coordinates the work activities of a group of Healthcare Interpreters assigned to multiple clinical settings within a geographic area to ensure overall effectiveness of Interpretation Services; prioritizes requests and assignments for interpreting and translation.



Reviews and evaluates the work of Healthcare Interpreters and provides coaching for performance improvement and development; conducts performance reviews and evaluations; recommends or initiates disciplinary action and the resolution of employee grievances.

Assesses staffing needs and schedules the work of Healthcare Interpreters to ensure adequate staffing and coordination of assignments with that of other sections; conducts interviews of applicants and participates in employee selection; and approves or denies leave requests while maintaining adequate staffing levels.

Provides staff orientation, training, mentoring, and coaching; coordinates broader site staff education on language services.

Instructs subordinate staff in the work to be performed and provides training in policies, procedures and techniques relating to the work of the unit; provides direction and training in work-related policies and procedures; and conducts orientation, in-service training, and continuing staff development.

Tracks and investigates Language Services complaints/grievances and participates in taking appropriate corrective action and makes necessary adjustments to ensure optimal service provision.

Reviews and approves monthly language services invoices for interpretation and translation services; manages language services invoice processing including, but not limited, to auditing invoice accuracy, addressing discrepancies with vendors, and performing data entry, and serves as a resource for other interpreters in the consistency and accuracy of the data entered.

Analyzes and makes recommendations to facility administration regarding the management of language services at assigned facility including, but not limited to, service line provision, staffing, workforce optimization, technology platforms, equipment, and budget.

Makes recommendations and participates with facility administration in the development and implementation of policies, procedures, and workflow standards to ensure operational effectiveness of assigned units to comply with applicable requirements and regulations.

Develops, monitors, and reports on identified key performance indicators; performs data collection, analysis, and makes recommendations for implementation.

Conducts language services vendor contract monitoring and quality assurance; works with vendors to coordinate additional language services.

Participates in site compliance including but not limited to language services, policies, procedures, surveys and audits.

*MINIMUM REQUIREMENTS:*

**TRAINING AND EXPERIENCE:**

Option 1:

Two years at the level of a Senior Healthcare Interpreter **-AND-** Certification or credential issued by a recognized Healthcare Interpreter credentialing organization OR Successful completion of

a Healthcare Interpreter Training Program, which includes a section covering Medical Terminology.

Option 2:

Six years at the level of a Healthcare Interpreter **-AND-** Certification or credential issued by a recognized Healthcare Interpreter credentialing organization OR Successful completion of a Healthcare Interpreter Training Program, which includes a section covering Medical Terminology.

**LICENSE:**

A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

**PHYSICAL CLASS:**

2 - Light.

**OTHER REQUIREMENTS:**

Applicants must be able to perform the essential functions of this classification, with or without a reasonable accommodation.

**SPECIALTY REQUIREMENTS:**

**COMMENTS:**



**MANAGER, FORENSIC OPERATIONS AND  
SUPPORT SERVICES**

Class Code:  
4886

COUNTY OF LOS ANGELES  
Established Date: XXXX  
Revision Date: XXXX

**SALARY RANGE**

\$7,605 - \$10,249 Monthly (106L)

**DEFINITION/STANDARDS:**

**DEFINITION:**

Oversees the 24-hour, 7-day operation of the forensic service floor and autopsy support services of the Department of Medical Examiner, through subordinate supervisors.

**CLASSIFICATION STANDARDS:**

The one position allocable to this class reports to the Medical Director of the Medical Division and may receive technical direction from forensic pathologists. The position is responsible for the oversight of technical and administrative supervision of all the autopsy support functions, including forensic technicians and other ancillary staff providing autopsy assistance to forensic pathologists. The position in this class manages 24-7 forensic service floor and autopsy support services through subordinate Supervising Forensic Technicians, which may include the oversight of multiple shifts.

Incumbents in this class require a working knowledge of autopsy techniques and procedures, operation of imaging equipment, such as x-ray and computed tomography (CT), and autopsy photography techniques, procedures, and operations; policies and procedures related to safety and care of instruments and equipment; rules related to evidence collection and preservation; and the principles of supervision. This class requires the occasional lifting or moving of decedents, which includes the pushing, pulling, and lifting of gurneys and using equipment to move decedents; combined with bending, stooping, standing, or walking for extended periods of time.

**EXAMPLES OF DUTIES:**

Oversees, plans, organizes, assigns, and evaluates the work of all forensic autopsy support services, through subordinate supervisors.

Develops, implements, and evaluates daily operations, processes, and procedures to achieve established goals and objectives in accordance with department and National Association of Medical Examiners (NAME) accreditation standards.

Oversees all required training needs on the autopsy operations support services workforce, including associated with proper techniques, procedures, and operations of forensic, photographic, radiographic imaging (x-ray and CT), autopsy equipment.

Oversees administrative personnel functions, such as conducting interviews and selecting staff, establishing performance requirements, coaching and mentoring staff, coordinating grief and trauma related events, and taking disciplinary action in accordance with County policies. Uses software programs associated with administrative functions (e.g., word processing, excel spreadsheets).

Oversees and participates in the development of the Department's annual budget. Determines funds required for personnel, equipment, materials and supplies for assigned areas. Monitors and approves expenditures and implements adjustments.

Manages inventory of supplies, equipment, personal protective equipment, and autopsy-associated services are maintained and replenished timely, through coordination with administration to ensure requisitions and contracts are in place and budgeted.

Oversees the preparation of highly sensitive documents by utilizing technical software applications associated with radiology and photography of all homicides, traffic-related cases, in-custody deaths, and infant-related deaths for civil and criminal proceedings.

Oversees the evidence collection program and ensures that all physical evidence found on decedents are properly collected and preserved for later forensic investigations, including the packaging of all clothing on homicide, hit-and-run, unidentified, and in-custody cases for law enforcement agencies.

Oversees the identification section that identifies unidentified decedents, including the removal, preparation, and processing of fingers, fluoroscopies and dental/body x-rays, and the reconstruction of skeletal fragments of dental bite-wings, jaws, skulls, and other portions of the body.

Evaluates the effectiveness of the various programs and units by comparing program outcomes to program goals, and up-to-date accreditation requirements to determine whether to continue, modify, or discontinue programs, including the consultation on the most complex forensic procedures.

Drives a vehicle to perform job-related and essential duties.

**REQUIREMENTS:**

**MINIMUM REQUIREMENTS:**

**TRAINING AND EXPERIENCE:**

**Option I**

Two years of experience as a Supervising Forensic Technician for Los Angeles County.

**Option II**

Four years of experience assisting pathologists in performing autopsies at the level of Forensic Technician II, two years of which must have been supervising forensic technicians.

**LICENSE:**

A valid California Class C Driver License.

**PHYSICAL CLASS:**

3 - Moderate.

**OTHER REQUIREMENTS:**

Applicants must be able to perform the essential functions of this classification, with or without a reasonable accommodation.

**SPECIALTY REQUIREMENTS:**

**COMMENTS:**



## Los Angeles County Department of Health Services

---

**Class Specification:** SENIOR HEALTHCARE INTERPRETER

**ITEM NUMBER:** 1151

**APPROVAL DATE:** TBD

**DEFINITION:**

Serves in a lead capacity by assisting with the coordination and monitoring of the daily operations of a language access program and provides the more difficult and complex interpretation/translation services to patients, physicians, nurses, and other health professional in one or more foreign languages.

**CLASSIFICATION STANDARDS:**

Positions allocable to this senior/lead level class work under the general direction of a Language Service Supervisor or higher-level administrator. These positions serve as lead over a team of Healthcare Interpreters and rotate between multiple clinical settings and are responsible for providing interpretation and written translation language access services to patients, physicians, nurses and other health professionals. In addition, to their lead responsibility, positions assist in training, program evaluation, and performance improvement related to language access services. Incumbents have expertise in advanced healthcare interpretation for specialized medical fields including but not limited to training in specialty medical care such as infectious diseases, advanced cancer care, neonatology, end-of-life care, psychiatry, emergency, and/or surgical subspecialties.

Incumbents also have greater responsibility for the written translation of difficult and complex materials containing technical terms and specialized medical terminology. Incumbents at this level recognize the complexity of the clinical encounter and added factor of linguistic barrier and have a high accuracy in simultaneous, consecutive, and sight translation.

**EXAMPLES OF DUTIES:**

Serves as lead Healthcare Interpreter and addresses complex and specialized language access needs within sub-specialty services by providing direct interpretation and written translation language access services to patients, physicians, nurses and other health professionals.

Assigns, coordinates, and reviews the work of lower-level personnel and ensures that proper work methods are followed; assists with triaging site interpretation requests and scheduling in-person services (i.e., reviews and prioritizes cases based on urgency and complexity).

Provides orientation and training to lower-level healthcare interpreter staff including training new employees in departmental procedures, providing instructions on work procedures, and facilitating and participating in in-service training activities.

Translates and types a wide variety of complex and sensitive materials, including consent forms, flyers, patient education materials, medical questionnaires, and other materials.

Receives and prioritizes requests for written translation services; accesses a variety of reference materials to ensure the use of accurate medical terminology to appropriately convey the meaning of the materials.

Assists in preparing and analyzing data on language access needs and services and makes recommendations for process/quality improvement for management's review.

Provides consultative language access services to allied health professionals or administrative staff.

Advises on the technical equipment needed for language access services; maintains supplies and office equipment to ensure that equipment is properly labeled and functioning optimally.

#### *MINIMUM REQUIREMENTS:*

#### **TRAINING AND EXPERIENCE:**

##### Option 1:

Two years of experience at the level of a Healthcare Interpreter providing interpretation services in a healthcare setting in one or more foreign languages - **AND** - Successful completion of a Healthcare Interpreter Training Program, which includes a section covering Medical Terminology.

##### Option 2:

Two years of experience at the level of a Healthcare Interpreter providing interpretation services in a healthcare setting in one or more foreign languages - **AND**- Certification or credential issued by a recognized Healthcare Interpreter credentialing organization.

**LICENSE:**

A valid California Class C Driver License or the ability to utilize an alternative method of transportation to carry out job-related essential functions.

**PHYSICAL CLASS:**

2 - Light.

**OTHER REQUIREMENTS:**

All applicants must provide proof of language proficiency.

Applicants must be able to perform the essential functions of this classification, with or without a reasonable accommodation.

**SPECIALTY REQUIREMENTS:****COMMENTS:**

**SPEECH-LANGUAGE PATHOLOGIST ASSISTANT**

COUNTY OF LOS ANGELES

Established Date:

Revision Date:

**DEFINITION:**

Provides supportive speech-language pathology treatment services to assist patients with communication and/or swallowing disorders to attain, regain, or maintain communication and swallowing function or to adjust to their disabilities.

**CLASSIFICATION STANDARDS:**

Positions allocable to this class receive clinical supervision from a licensed speech-language pathologist and administrative supervision from a therapy supervisor or therapy chief. Incumbents are responsible for performing support duties that include preparation of materials, record-keeping, collecting and compiling data, maintaining supplies, scheduling clinical services, and performing delegated therapy procedures with patients whose treatment programs are designed by the licensed speech-language pathologists. Incumbents work within the framework of established policies and procedures, professional standards, and practice acts to provide speech-language pathology services to patients in a range of settings, such as acute, medical, psychiatric, and rehabilitation hospitals and outpatient settings.

**EXAMPLES OF DUTIES:**

Assists the speech-language pathologist with speech, language, and hearing screenings without clinical interpretation.

Assists the speech-language pathologist during assessment of patients exclusive of administration and/or interpretation. Assists in providing direct speech-language therapy treatment to patients following treatment plans and protocols developed by the speech-language pathologist. This may include but is not limited to therapeutic exercises to improve strength and coordination of swallowing and/or speech production as well as cognitive-linguistic activities to improve auditory comprehension, verbal expression, cognitive and other skills to facilitate communication effectiveness.

Follows documented treatment plans or protocols developed by the speech-language pathologist. Encourages and motivates patients to participate in the treatment program by discussing and explaining their treatment goals and objectives.

Documents and reports patient performance to the speech-language pathologist or supervisor. Prepares graphs, charts, or written descriptions, to describe patient progress toward meeting established objectives.



Assists in the maintenance of patients' records based on established standards.

Assists in the adaptation of diagnostic tools and treatment materials and procedures for culturally/linguistically diverse patient populations.

Assists with clerical duties such as preparation of assessment or treatment materials and scheduling of patient activities as directed. Reviews referral lists, prioritizes based on standard criteria and schedules clinical services. Performs inventory check and orders necessary supplies; Maintains equipment and supplies.

May transport patients and/or essential equipment to treatment areas.

May participate in quality and/or process improvement projects related to provision of speech-language pathology or interdisciplinary services.

May perform other duties in accordance with Speech-Language Pathology Assistant scope of practice as defined by the American Speech-Language and Hearing Association.

**MINIMUM REQUIREMENTS:**

A two-year associate degree from a regionally or nationally accredited speech-language pathology assistant program or equivalent formal training program consisting of two years of technical education, including supervised field placements.

**LICENSE:**

Current licensure by the California Speech-Language Pathology and Audiology and Hearing Aid Dispensers Board as a Speech-Language Pathology Assistant.

**PHYSICAL CLASS:**

3 – Moderate: includes standing or walking most of the time, with bending, stooping, squatting, twisting, and reaching; includes working on irregular surfaces, occasionally lifting objects weighing over 25 pounds and frequently lifting of 10-25 pounds.

SUPERVISING HELICOPTER MECHANIC - Class Code: 7495  
COUNTY OF LOS ANGELES

Established Date: xx/xx/xxxx

**DEFINITION/STANDARDS:**

**DEFINITION:**

Supervises a crew of helicopter mechanics and participates in the more difficult work of repairing airframes, engines, components, and other appliances associated with aircraft owned and operated by the County.

**CLASSIFICATION STANDARDS:**

Positions allocable to this class reports to the Chief, Helicopter Maintenance at Fire Department's Air Operations/Sheriff Department's Aero Bureau and supervises Helicopter Mechanics, Senior Helicopter Mechanics, and support maintenance staff. Incumbents supervise and participate in the technical maintenance, repairs, overhauls, and alterations including airframe, powerplant, rotor, or appliance of reciprocating and/or turbine-powered aircraft in either Sheriff's or Fire Department's air operations. Incumbents must possess expert knowledge of the methods in locating and diagnosing mechanical, electrical, hydraulic, structural and other aircraft systems issues. Incumbents in this class must have expert knowledge of operation and preventive maintenance requirements of the aircraft to be maintained. This class has responsibility for determining work priorities, maintaining the flow of work and may assist in estimating and planning repair jobs. This class frequently lifts more than 50 pounds and regularly climbs on aircraft and ladders while carrying tools, equipment, and parts.

**EXAMPLES OF DUTIES:**

Supervises, assigns, inspects, and evaluates the work of Helicopter Mechanics, Senior Helicopter Mechanics, and support maintenance staff.

Supervises and participates in disassembling, and reassembling airframes, engines, and other component parts including main and tail rotor assemblies and gear boxes to maintain equipment in airworthy condition.

Supervises and participates in all scheduled hourly and/or calendar inspections as well as unscheduled maintenance.

Inspects work in progress and upon completion, for technical accuracy and compliance with aircraft specifications.

Instructs subordinates on new repair methods and provides technical information on the repair of new equipment.

Researches the disposition and status of maintenance and repair of aircraft by assessing and utilizing an automated system.

Participates in periodic refresher training to engines, airframes, components or appliance repairs, or related topics.

Drives County vehicles to respond to helicopter maintenance needs in the field and/or remote locations, e.g., daily inspections, troubleshooting helicopter discrepancies and other repairs as required.

May prepare, maintain, and complete reports, including those required by the Federal Aviation Administration.

May assist in the operation of a tool and stock room, including the requisition, receipt and issuance of parts, equipment, tools and supplies.

May prepare estimates on extent and cost of aircraft repairs and recommends to management on the need to repair or replace aircraft and other equipment.

May supervise a traveling field unit responsible for work at various locations throughout the County.

May perform the work of the Chief, Helicopter Maintenance in his or her absence.

#### **REQUIREMENTS:**

#### **MINIMUM REQUIREMENTS:**

#### **TRAINING AND EXPERIENCE:**

Option I: One year of experience providing technical guidance to a crew of Helicopter Mechanics at the level of a Senior Helicopter Mechanic or inspecting maintenance performed on airframes, engines, and other components of aircraft owned and operated by Los Angeles County to ensure compliance with the Federal Aviation Administration's regulations and manufacturers' maintenance manuals and directives at the level of a Helicopter Maintenance Inspector.

Option II: Two years of experience responsible for completing major and minor repairs to return helicopters to airworthy condition at the level of a Helicopter Mechanic.

#### **LICENSE:**

A valid Airframe and Powerplant mechanic's License issued by the Federal Aviation Administration.

A valid Inspection Authorization Certificate issued by the Federal Aviation Administration.

A valid California Class C Driver License is required to perform job-related essential functions.

**PHYSICAL CLASS:**

4 - Arduous

**OTHER REQUIREMENTS:**

Applicants must be able to perform the essential functions of this position with or without a reasonable accommodation.

DRAFT

**BOARD LETTER/MEMO  
CLUSTER FACT SHEET**

Board Letter

Board Memo

Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/18/2023	
<b>BOARD MEETING DATE</b>	11/7/2023	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Internal Services Department (ISD)	
<b>SUBJECT</b>	Request authority to award Construction Project Management and Support Services Contract (CPM) to Turner & Townsend Heery, LLC. and approval from the County's Board of Supervisors (Board) to supplement the initial total contract amount by 10% per year as needed.	
<b>PROGRAM</b>	Contract supports the County's Facilities Reinvestment Program (FRP)	
<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>	Current CPM Contracts expire on December 2, 2023. The required construction project management services under the proposed contract will continue to assist ISD's OPS – P&PM and A&I Divisions in managing the completion of the most critical repair and renovation work required at County-owned facilities.	
<b>COST &amp; FUNDING</b>	Total cost: \$18 Million per year; at an aggregate cost of \$54 Million for the initial contract term. Funds not spent during the initial term may be carried over the subsequent contract terms. The total Contract Sum for the aggregate term shall not exceed \$135 Million. The initial total contract amount may be supplemented by 10% per year, of the not-to-exceed annual contract amount.	Funding source: These contract(s) will only be used where sufficient budgeted funds are available from departments requesting work. ISD will incur CPM expenditures not-to-exceed \$18 million, per contract, per year to the extent that they are offset through County department billings and within available appropriation
	TERMS (if applicable): Contract initial term of three (3) years, with two 2-year renewal options and six month-to-month extensions.	
	Explanation: The current CPM Contracts expire on December 2, 2023, and there is a continuing need to obtain these contracted services to assist ISD in managing critical repair projects at County-owned facilities; augment ISD's staff and provide as-needed construction project management and support services to be utilized on repair projects.	
<b>PURPOSE OF REQUEST</b>	1) Find the proposed actions are exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter; 2) Authorize the Director of ISD, or designee, to execute one contract for Construction Project Management and Support Services (CPM) to provide construction project management and support services for various projects to ISD, effective December 3, 2023, for an initial term of three years, with two two-year, and six (6) month-to-month extension options, for a maximum total Contract term of seven (7) years and six (6) months, for a not-to-exceed amount of \$18 million, per year and an aggregate not-to-exceed amount for the initial contract term will be \$54 million, with a total Contract Sum not exceed \$135 Million for the contract; 3) Delegate authority to the Director of ISD, or designee, to execute amendments where the aggregate total amount of the amendments will not exceed 10 percent of the not-to-exceed annual contract amount of the original agreement; 4) Authorize the Director of ISD, or designee, to (i) exercise the extension options in accordance with the contract terms, (ii) make necessary changes which affect the scope of work, term, contract sum, payments, or any term or condition included under this contract; and (iii) execute amendments should the original contracting entity merge, be acquired, or otherwise have a change of entity.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	On November 13, 2018, the Board of Supervisors approved ISD's current CPM contracts which augment ISD's Facilities Operations Services staff by providing as-needed construction project management and support services to be utilized on the County's renovation and repair projects. ISD continues to provide construction project management and support services related to the County's Facilities Reinvestment Program (FRP), as well as various Client Funded Projects (CFP). The required construction project management services under the proposed contract will continue to assist ISD's staff and provide as-needed construction project management and support services to be utilized on repair projects.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
<b>SUPPORTS NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
<b>DEPARTMENTCONTACT</b>	Christie Carr, Division Manager; 323-607-1131; ccarr@isd.lacounty.gov	



County of Los Angeles  
**INTERNAL SERVICES DEPARTMENT**

1100 North Eastern Avenue  
Los Angeles, California 90063

**SELWYN HOLLINS**  
Director

*Speed. Reliability. Value.*

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

November 7, 2023

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

Dear Supervisors:

**REQUEST FOR APPROVAL AND AWARD OF  
CONSTRUCTION PROJECT MANAGEMENT AND SUPPORT  
SERVICES CONTRACT  
(ALL DISTRICTS – 3 VOTES)**

**SUBJECT**

The Internal Services Department (ISD) is requesting approval to award and execute one contract with Turner & Townsend Heery, LLC. to provide construction project management and support services for the County's maintenance, repair and refurbishment projects.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find the proposed actions are exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter.
2. Authorize the Director of ISD, or designee, to execute one contract for Construction Project Management and Support Services (CPM) to provide construction project management and support services for various projects to ISD, effective December 3, 2023, for an initial term of three years, with two two-year, and six (6) month-to-month extension options, for a maximum total Contract term of seven (7) years and six (6) months, for a not-to-exceed amount of \$18 million, per year and an aggregate not-to-exceed amount for the initial contract term will be \$54 million, with a total Contract Sum not exceed \$135 Million for the contract.

3. Delegate authority to the Director of ISD, or designee, to execute amendments where the aggregate total amount of the amendments will not exceed 10 percent of the not-to-exceed annual contract amount of the original agreement.
4. Authorize the Director of ISD, or designee, to (i) exercise the extension options in accordance with the contract terms, (ii) make necessary changes which affect the scope of work, term, contract sum, payments, or any term or condition included under this contract; and (iii) execute amendments should the original contracting entity merge, be acquired, or otherwise have a change of entity.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

On November 13, 2018, the Board of Supervisors (Board) approved ISD's current CPM contracts which augment ISD's Facilities Operations Services (OPS) – Program & Project Management (P&PM) and Alterations & Improvements (A&I) Divisions by providing as-needed construction project management and support services to be utilized on the County's renovation and repair projects. These contracts expire on December 2, 2023.

ISD continues to provide construction project management and support services related to the County's Facilities Reinvestment Program (FRP), as well as various Client Funded Projects (CFP). The required construction project management services under the proposed contract will continue to assist ISD's OPS – P&PM and A&I Divisions in managing the completion of the most critical repair and renovation work required at County-owned facilities. The County's repair projects have been prioritized based on criticality as identified in building condition assessments completed to support the County's FRP.

Approval of recommendation number one and two will allow ISD to award one CPM contract to the vendor (listed on Attachment 1) and meet the immediate and continued need for construction project management requirements associated with the County's FRP. The CPM contract provides as-needed services and will allow ISD to adjust the need of services in the Fiscal Year 2024/25 and subsequent fiscal years.

Approval of recommendation number three will allow flexibility to ISD to increase in the proposed annual contract amount by up to 10 percent, based on service needs, if needed.

Approval of recommendation number four will allow ISD to effectively manage the contract through its term.

## **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The recommendations support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability and Objective III.3.2, Manage and Maximize County assets. The recommended actions support the Strategic Plan by investing in public infrastructure that will sustain and improve County services and facilities for County of Los Angeles employees, residents and visitors.

## **FISCAL IMPACT/FINANCING**

Funding for these services is included in ISD's and other County departments' Fiscal Year 2024-25 Adopted Budgets and sufficient appropriation will be requested in the future years. The approval of the recommended contract does not guarantee the contractor any minimum amount of work. The County only incurs an obligation as individual Task Orders are issued, and the contract will only be used where sufficient budgeted funds are available. ISD will incur construction project management expenditures not-to-exceed a \$54 million aggregate for the contract during the initial three-year term to the extent that they are offset through County department billings and within available appropriation.

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

The recommended contract has been approved as to form by County Counsel and contains all required Board policy provisions, including those pertaining to consideration of qualified County employees targeted for layoff as well as qualified GAIN/GROW participants for employment openings, compliance with the Jury Duty Ordinance, Safely Surrender Baby Law, Child Support Program, and Zero Tolerance Human Trafficking. The recommended contract also contains provisions for assignment and delegation, compliance with applicable law, force majeure, indemnification, Public Records Act compliance, termination for convenience and default. Additionally, the contract includes the requirement for the contractor to prepare and submit a comprehensive annual Community Based Enterprise (CBE) and Preference Program Enterprise (PPE) Subcontracting Plan that outlines their commitment to achieve 25% CBE and PPE (certified by Los Angeles County) subcontracting utilization under the Contract, along with a quarterly CBE and PPE Utilization Report to ISD. This will ensure that work for CPM support services is more equitably awarded (through subcontracting) to the County's vendor community, specifically its Local Small Business Enterprises (LSBE), Social Enterprises (SE), Disabled Veterans Business Enterprises (DVBE), and Community Based Enterprises (CBE).

ISD has determined that the proposed contract is not subject to the County's Living Wage Program. Los Angeles County Code, Chapter 2.201 does not apply to construction project management services as this contract is for non-Proposition A



services. The contracted work is temporary and intermittent, and highly technical in nature. Further, ISD has determined that the services under the recommended contract do not impact Board Policy No. 5.030, "Low-Cost Labor Resource Program", due to the specialized nature of the services.

The contract rates are fixed for the initial term of the contract, and the recommended vendor has agreed to perform work at the same not-to-exceed hourly rates for all of the CPM positions included in the contract. The contract does allow for a Cost of Living Adjustment (COLA) increase during the option years only, if the option years are exercised by the County and consistent with the Board approved methodology.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed activity is not a project pursuant to the CEQA because it is an activity that is excluded from the definition of a project by Section 15378(b) of the State CEQA Guidelines. The proposed action is an administrative activity of the government which will not result in a direct or indirect change to the environment. We will return to the Board as necessary for consideration of appropriate environmental documentation pursuant to CEQA before the approval of any activities that constitute a project under CEQA.

### **CONTRACTING PROCESS**

On May 23, 2023, ISD released a Request for Proposals (RFP) for CPM and posted the solicitation and contracting opportunity announcement on the County's "Doing Business with Us" website (Attachment 2).

To increase opportunities for County Preference Programs (i.e., Local Small Business Enterprise, Disabled Veteran Business Enterprise, or Social Enterprise and the Community Business Enterprise program (CBEs), ISD regularly hosts outreach efforts such as vendor events with the Office of Small Business and other County departments to advertise contracting opportunities, during which this solicitation was advertised.

Representatives from 30 firms attended the Proposer's Conference held on June 8, 2023. On June 23, 2023, six proposals were received and were reviewed for compliance with the minimum requirements, as set forth in the RFP. All Six proposals were determined to be in compliance with the minimum requirements and none of the proposals were disqualified. An Evaluation Committee comprised of subject matter experts evaluated the proposals in accordance with the evaluation criteria in the RFP.

At the completion of the evaluation process, the proposal from Turner & Townsend Heery, LLC. was determined to be the highest ranked proposal.

Each Supervisor  
November 7, 2023  
Page 5

All five of the non-selected proposers were provided an opportunity for a debrief and all five received debriefings on August 24, 2023 and August 30, 2023. One proposer submitted a Proposed Contractor Selection Review (PCSR) which was conducted by an independent reviewer and the PCSR was found to have no merit.

A summary of the Community Business Enterprise (CBE) Firm Organization Information for the recommended vendor is attached (Attachment 3). On final analysis, selection was made without regards to gender, race, creed, color or national origin.

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

Approval of this contract will allow the County to continue to provide construction project management services to the County's critical maintenance, repair, and refurbishment infrastructure and facilities work that is directly managed by ISD. The award of the recommended contract will not negatively impact staff as the requested contract is intended to augment, and not replace County workforce.

**CONCLUSION**

Upon approval by the Board, it is requested that the Executive Office of the Board of Supervisors return a stamped copy of the Adopted Board Letter to the Director of ISD.

Respectfully submitted,

SELWYN HOLLINS  
DIRECTOR, ISD

SH:MO:LG:CC

Enclosures  
c. Executive Office, Board of Supervisors  
Chief Executive Office  
County Counsel

# **BOARD LETTER ATTACHMENTS (3)**

- 1. Selected Vendor**
- 2. CBE Program Information**
- 3. Solicitation Posting on “Doing Business with Us”  
website**

**CONSTRUCTION PROJECT MANAGEMENT AND SUPPORT SERVICES  
SELECTED FIRM**



<b>FIRM</b>	<b>ADDRESS</b>	<b>CITY/STATE/ZIP</b>
Turner & Townsend Heery LLC.	400 S Hope St. 25th Floor, Los	Los Angeles, CA 90071

**Community Business Enterprise Program (CBE) Information**

<b>FIRM/ORGANIZATION INFORMATION*</b>		Turner & Townsend Heery, LLC
<b>BUSINESS STRUCTURE</b>		Limited Liability Company
<b>RACE/ETHNIC COMPOSITION</b>		
<b>OWNERS/PARTNERS/ ASSOCIATE PARTNERS</b>	Black/African American	10%
	Hispanic/Latino	0
	Asian or Pacific Islander	10%
	American Indian	0
	Filipino	0
	White	80%
Total # of Employees in California		248
Total # of Employees (including owners)		1424
<b>COUNTY CERTIFICATION</b>		
CBE		No
LSBE		No
<b>OTHER CERTIFYING AGENCY</b>		None

\*Information as provided by the vendor in response to the RFP and as requested by ISD.  
On final analysis and consideration of award, the vendor was selected without regard to race, creed or color.

https://camisvr.co.la.ca.us/LACoBids/AwardLookUp/AwardBidDetail

 **Los Angeles County Solicitations**  INTERNAL SERVICES DEPARTMENT  
COUNTY OF LOS ANGELES  
Powered by ISD | [Contact Us](#)

[Home](#) [Closed & Award Solicitations](#) [Detail](#)

**Solicitation Information**

<b>Solicitation Number:</b>	RFPC-15-CMS23000006		
<b>Title:</b>	RFP Construction Project Management (CPM) & Support Services		
<b>Department:</b>	Internal Services Department		
<b>Bid Type:</b>	Commodity / Service	<b>Bid Amount:</b>	N/A
<b>Commodity:</b>	MANAGEMENT SERVICES - CONSTRUCTION		
<b>Description:</b>	RFP Construction Project Management (CPM) & Support Services		
<b>Open Day:</b>	6/20/2023	<b>Closed Date:</b>	6/23/2023 10:00:00 AM
<b>Contact Name:</b>	Tatiana Menendez	<b>Contact Phone:</b>	(323) 267-2615
<b>Contact Email:</b>	tmenendez@isd.lacounty.gov		
<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>		

**BOARD LETTER/MEMO  
CLUSTER FACT SHEET**

Board Letter

Board Memo

Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/18/2023	
<b>BOARD MEETING DATE</b>	11/28/2023	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Internal Services Department (ISD)	
<b>SUBJECT</b>	PUBLIC HEARING ON PROPOSED ENERGY SERVICES AGREEMENTS FOR INSTALLATION, OPERATION AND MAINTENANCE OF SOLAR SYSTEMS AT COUNTY FACILITIES	
<b>PROGRAM</b>	County Sustainability Program (Plan)	
<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: N/A	
<b>DEADLINES/ TIME CONSTRAINTS</b>	County must work in good faith to execute an Energy Services Agreement (ESA) no later than December 30, 2023.	
<b>COST &amp; FUNDING</b>	Total cost: No cost contracts	Funding source: Utilities' Services & Supplies (reductions)
	TERM (if applicable): 20-Year Term.	
	Explanation: The solar systems would be owned, operated, and maintained by the Contractor. The County would purchase one hundred percent (100%) of the energy services generated by the systems. As the solar systems at each facility generates lower cost energy, ISD will work with the Departments to reduce the Utilities' Services & Supplies appropriation in future fiscal year budget submissions based upon actual cost information.	
<b>PURPOSE OF REQUEST</b>	Adopt the Resolution, after a public hearing, with a finding that the anticipated cost to the County for energy services provided by the systems under the proposed ESAs will be less than the anticipated marginal cost to the County of electrical energy that would have been consumed by the County in the absence of the ESA purchases; Delegate authority to the Director of ISD, to execute ESAs for 36 County facilities including applicable amendments; and find the proposed ESAs exempt from the California Environmental Quality Act for the reasons stated in Board letter.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	School Project for Utility Rate Reduction (SPURR) was developed with Joint Powers Authority (JPA) formed in 1989 by California public school districts with over 300 public agency members representing 1000's of facilities. Through their statewide competitive Request for Proposals, the Renewable Energy Aggregated Procurement (REAP) Master Contract was awarded which allows qualifying entities (County) to utilize the Contract. SPURR's REAP Program is an innovative aggregated solar procurement program that leverages the collective purchasing power of SPURR's large membership to secure transparent, pre-negotiated solar project pricing and terms to be made available to SPURR members and other Eligible Entities. "Eligible Entities" mean: California public school districts, county offices of education, public agencies (County) and community college districts.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No State of California Approved Joint-Labor Management Apprenticeship Program requirements have been included in the contracts.	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No #5: Environmental Health (By improving local environmental conditions and reducing potential environmental hazards through the solar procurements) #7: Sustainability (By making the County healthier, more livable, economically stronger, more equitable, and more resilient by providing renewable clean energy at five County facilities) The ESAs will allow the County to generate clean renewable power at the proposed facilities which will effectively lower the County's current utility expenses.	
<b>DEPARTMENTAL CONTACTS</b>	Minh Le, <a href="mailto:MSLe@isd.lacounty.gov">MSLe@isd.lacounty.gov</a> , 323- 267-2006 (EES General Manager) Christie Carr, <a href="mailto:ccarr@isd.lacounty.gov">ccarr@isd.lacounty.gov</a> , 323-267-3101 (Contract Manager)	



County of Los Angeles  
**INTERNAL SERVICES DEPARTMENT**

1100 North Eastern Avenue  
Los Angeles, California 90063

SELWYN HOLLINS  
Director

*Speed. Reliability. Value.*

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

November 28, 2023

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:

**PUBLIC HEARING ON PROPOSED ENERGY SERVICES AGREEMENTS FOR  
INSTALLATION, OPERATION AND MAINTENANCE OF SOLAR SYSTEMS AT  
THIRTY-SIX COUNTY FACILITIES  
(ALL DISTRICTS – 3 VOTES)**

**SUBJECT**

Adopt a Resolution containing a determination that the requirements of Government Code section 4217.10 *et seq.* are duly met in the proposed Energy Services Agreements (ESAs) for each of the thirty-six County of Los Angeles (County) facilities; grant ISD the delegated authority to enter into Renewable Energy Aggregated Procurement (REAP) Program Energy Service Agreements (ESAs); and find these proposed ESAs are exempt from the California Environmental Quality Act (CEQA).

**IT IS RECOMMENDED THAT THE BOARD AFTER THE PUBLIC HEARING:**

1. **Public Hearing & Resolution.** Adopt the attached Resolution (Attachment 1), after a public hearing, with a finding that (i) the anticipated cost to the County for energy services provided by the systems under the proposed ESAs will be less than the anticipated marginal cost to the County of electrical energy that would have been consumed by the County in the absence of the ESA purchases, and (ii) the difference, if any, between the fair market rental value for the real property subject to the facility license agreement and the agreed rent is anticipated to be offset by below-market energy purchases or other benefits provided under the ESAs, pursuant to Government Code section 4217.12.



2. **Delegated Authority.** Delegate authority to the Director of ISD, or his designee, to (i) execute ESAs for thirty-six County facilities, including all applicable amendments, and to (ii) assign the ESAs, including any ancillary license agreement(s) and other documents necessary for the operation and maintenance of the solar systems at the County facilities, with ForeFront Power LLC. (FFP), a Delaware limited liability company.
3. Find the proposed ESAs exempt from the California Environmental Quality Act for the reasons stated in this letter.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

In compliance with Government Code section 4217.10 *et seq.*, ISD has confirmed solar capabilities at the thirty-six (36) County-owned facilities listed in Attachment 2 for ESAs, with ForeFront Power, LLC. (FFP), a Delaware limited liability company (FFP).

The attached Cost/Benefit Analysis (Attachment 3) further details the costs and benefits of the proposed solar systems adjacent to the thirty-six facilities. The Cost/Benefit Analysis concludes that under the ESAs, the County is expected to save approximately \$32.7 million over the next 20 years, compared to the current business-as-usual power rates provided by Southern California Edison (SCE) in the absence of the solar systems, according to the terms of the proposed ESAs.

The ESAs are based on a fixed price per unit of electricity over the next 20 years, whereas the electricity rates from (SCE) are expected to increase at, or faster than, the rate of inflation. This Analysis also uses a very conservative 2% rate of inflation (in actuality, SCE rates increased by an additional 5% since March 2023 ).

#### **1. Public Hearing & Resolution**

The first recommended action is for the purpose of compliance with California Government Code section 4217.10, *et seq.*, which requires the Board to take the following actions:

- Hold a public hearing at a regularly scheduled meeting and provide public notice of the hearing at least two weeks in advance;
- Find that the anticipated cost to the County for electrical energy under the proposed ESAs will be less than the anticipated marginal cost to the County. of energy that would have been consumed by the County. in the absence of those ESA purchases; and
- Find that the difference, if any, between the fair market rental value for the real property subject to the facility license agreement, and the agreed rent on that property, is anticipated to be offset by below-market energy purchases or other benefits provided under these ESAs.

## **2. Delegated Authority**

The second recommended action is required to allow ISD to enter into ESAs that comport to the Renewable Energy Aggregated Procurement (REAP) Program agreement. The REAP Program is an innovative aggregated solar procurement program that leverages the collective purchasing power of School Project for Utility Rate Reduction's (SPURR) large membership to secure transparent, pre-negotiated solar project pricing and terms to be made available to SPURR members and other Eligible Entities. The REAP is designed for SPURR members and eligible non-members/public agencies in order to take advantage of the solar buying program, and it also leverages SPURR's expertise and the collective purchasing power of SPURR's large membership to:

- Streamline the solar buying process
- Drive down solar project pricing
- Improve and standardize contract terms and conditions resulting in reduced contracting risks

The REAP is only available to qualifying entities, and by utilizing the ESA, the time and cost benefits can be captured by the County.

The second recommended action is also required in order to obtain approval from the Board to delegate authority to the Director of ISD, or his designee, to execute applicable amendments, and assign ESAs, including any ancillary license agreement(s) or other documents as necessary.

## **3. California Environmental Quality Act (CEQA) Exemption**

Approval of the recommendations will find the proposed ESA projects exempt from the California Environmental Quality Act (CEQA).

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The recommended actions support the County's Strategic Plan Strategy III.3 (Operational Effectiveness, Fiscal Responsibility, and Accountability) by developing and implementing a program that reduces the County's utilities budget through long term environmentally responsible projects. Doing so is also consistent with the County's adopted Sustainability Plan.

The recommended actions also support Strategic Plan Strategy II.3 (Environmental Sustainability) by providing a program that promotes clean energy production and enhances health and sustainable practices in the County.

### **FISCAL IMPACT/FINANCING**

Under the proposed ESAs, the County would achieve the benefit of Fixed Price Administrative Fees and Fixed Project Pricing rates for the duration of the ESAs, which will save the County approximately \$32.7 million in utility expenses over the 20-year ESA term. Over the lifetime of the ESAs, the Cost Benefit Analysis (Attachment 3) details the Cumulative Net Savings.

The solar systems would be owned, operated, and maintained by FFP. The County would purchase one hundred percent (100%) of the energy services generated by the systems that are made available by FFP during each month of the ESA term, up to a maximum of one hundred and ten percent (110%) of estimated annual production, without a need for any investment costs from the County.

Pursuant to Gov. Code section 4217.12, the anticipated cost to the County for electrical energy under resultant ESAs would be less than the anticipated marginal cost of energy that would have been consumed by the County in the absence of the ESA purchases. Electricity costs for the proposed facilities would be reduced within the first two-to-five years as the solar systems begin generating electricity.

As the solar system at each facility generates lower cost energy, ISD will work with the Departments to reduce the Utilities' Services & Supplies appropriation in future fiscal year budget submissions based upon actual cost information.

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

Required public hearing notice was given pursuant to the procedures and requirements set forth in California Government Code Sections 4217.10-4217.18.

The Internal Services Department negotiated commercially responsible terms for the County. The terms and conditions of the recommended ESAs have been approved as to form by County Counsel.

The recommended ESAs and Contract contain appropriate provisions, such as:

- Annual 95% solar performance guarantee
- Liquidated damages for construction start and commercial operation
- Defaults
- Assignments
- Contract Termination for Default
- Termination for Convenience
- Annual system buy-out optionality
- Flat rate, fixed pricing

- System registration with the Western Renewable Energy Generation Information System (WREGIS) a web-based tracking system for renewable energy certificates that covers the Western Interconnection territory.
- County's retention of Renewable Energy Credits (RECs)
- System monitoring requirements and County's access to all production data

Due to the highly specialized and technical nature of the services, the ESAs are not subject to the Living Wage Program (County Code Chapter 2.221), and do not allow for cost-of-living adjustments.

The Internal Services Department has determined that the services under the recommended Master Agreement do not impact Board Policy No. 5.030, "Low-Cost Labor Resource Program", due to the specialized nature of the services.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed projects are statutorily and categorically exempt from the provisions of the California Environmental Quality Act (CEQA), California Public Resources Code Section 21080.35, which exempts solar energy systems installed on existing rooftops or at existing parking lots.

ISD will file a Notice of Exemption with the County Clerk in accordance with Section 15062 of the CEQA Guidelines.

### **CONTRACTING PROCESS**

School Project for Utility Rate Reduction (SPURR) was developed by a Joint Powers Authority (JPA) formed in 1989 by California public school districts, with over 300 public agency members representing 1000's of facilities.

Through a statewide competitive Request for Proposals (RFP) released on July 19, 2017, SPURR received eight proposals by their August 18<sup>th</sup>, 2017, due date. The evaluation process consisted of reviewing all responses for compliance with minimum qualifications set forth in the RFP based on the best value evaluation criteria process. None of the proposals were disqualified.

As a result of a competitive solicitation, on October 26, 2017, FFP was awarded the REAP Program Master Contract (Contract), Attachment 4, to provide renewable energy services at pre-negotiated project pricing and to include advantageous terms and conditions for SPURR members and other Eligible Entities. Eligible Entities include California public school districts, county offices of education, and community college districts, whether they are members of SPURR or not, and public agencies, such as the County.

The RFP and the resulting Contract include provisions that permit other public agencies (i.e. federal, state, counties, local municipalities and cities, etc.) to utilize the awarded Contract. Overall, the Contract is an innovative, aggregated solar procurement program that leverages the collective purchasing power of SPURR's large membership to secure transparent, fixed solar project pricing as a means to procure renewable energy services, which are made available to SPURR members and these eligible entities.

The Contract provides a Fixed Price Administrative Fee and Fixed Project Pricing which is set forth in Appendix B, Pricing Table, of the Contract and had an initial contract expiration date of five years ending on June 30, 2022. To date, there have been three Contract amendments executed by both parties (SPURR and FFP).

Amendment One was executed on Sept. 15, 2019, and reinstated the Contract and improved contract provisions; and

Amendment Two was executed on Sept. 30, 2021, and extended the Contract Term through June 30, 2022, and further reduced the fixed project pricing schedule; and

Amendment Three was executed on Sept. 7, 2022, which extended the Contract Term through Oct. 26, 2022, and amended the Contract to accommodate numerous public agencies in good faith negotiations seeking to use the Contract in anticipation of "Net Energy Metering" rule changes currently under consideration by the California Public Utilities Commission.

The Contract expired on October 26, 2022. ISD has executed a Letter of Intent (LOI), with review and approval as to form by County Counsel. The LOI secured the fixed prices for the ESAs and it provides for an exclusivity period through December 30, 2023 (the ESA execution deadline) for the County to execute ESAs under the REAP Program. To the extent that FFP and the County entered into the LOI, the pricing and terms set forth in the Contract Amendment continue to apply to the ESAs which are entered into pursuant to the LOI, even if they are executed after the Contract expiration date. ISD, with approval from County Counsel, amended the previous LOI by adding the thirty-six facilities in order to secure the fixed prices.

A REAP Program ESA includes any power purchase agreement ("PPA"), design/build contract, lease, energy storage agreement, performance guarantee, or similar agreement, or any combination of such agreements, related to a project. The County was provided the opportunity to conduct (or authorize FFP to conduct) feasibility studies and to conduct site inspections for these proposed projects. The County facilities in Attachment 2 were identified as viable candidates. After such, the County is not obligated to procure projects with FFP and are not responsible for any costs incurred by FFP for conducting its feasibility study, site inspections, offer preparation, or any other activity prior to execution of an ESA.

The ESAs will allow the County to generate clean renewable power, at the proposed facilities, which will effectively lower the County's current utility expenses. ISD also

ensured that each of the candidate facilities meets the criteria for optimal solar installation configurations.

During the development and negotiations of the proposed ESAs, ISD worked closely with SPURR to ensure that these proposed projects support the County's goals and define the scope for electrical work required at each of the thirty-six facilities. Specific labor language was negotiated into the Contract and resulting ESAs, including language added to the Scope, to ensure a minimum of all Journeyman Wireman working on each project shall be graduates of a Joint Labor Management State of California Approved Electrical Apprenticeship Training Program, Apprentices performing electrical work must be indentured in a State of California Approved Joint-Labor Management Apprenticeship Program of which a minimum number must be OSHA 30-hour General Industry Safety and Health Certified.

The County also negotiated fixed ESA electricity rates per kilowatt-hour (kWh), at the same rate, for the entire 20-year term of each ESA. The proposed new ESAs will provide the new solar systems with warranties (equipment and Operations & Maintenance services) for the 20-year term of the ESAs, at no cost to the County.

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

Given the long-term nature of the ESAs, ISD has coordinated with the relevant departments as well as the County's CEO's office to ensure that there are no long-term plans that would impair the County from completing the terms of the ESAs.

Installation at the thirty-six County facilities is expected to take place in late-2024 and will be completed in approximately nine months. ISD will be working with the affected Departments during construction, and there is no anticipated disruption to County services.

### **CONCLUSION**

The proposed projects for installing, operating, and maintaining solar systems on the proposed County facilities would reduce the County's utilities budget with no upfront capital expenditures.

Further, electricity produced by these projects would be at known and fixed prices and fixed administrative costs, which would save the County \$32.7 million over the ESA term.

Further, these projects would decrease the production of greenhouse gases and air pollution in the region.

Finally, the financial risk to the County of not meeting the terms of the ESA over the 20-year period of the contract is small when compared to the anticipated savings for the

The Honorable Board of Supervisors

November 28, 2023

Page 8

County, as the ESAs include termination for convenience and default provisions, along with buy-out clauses.

Please return an adopted copy of this letter and a signed original of the Resolution to the Director of ISD.

Respectfully submitted,

SELWN HOLLINS

Director

SH:ML:LG:CC:ct

Attachments

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

**RESOLUTION ON PROPOSED ENERGY SERVICES AGREEMENTS FOR SOLAR SYSTEMS AT THIRTY-SIX COUNTY FACILITIES**

**WHEREAS**, the California legislature seeks to encourage the implementation of energy projects at public facilities through legislation designed to provide the greatest possible flexibility to public agencies in structuring agreements for alternative energy projects (Government Code sections 4217.10, *et seq.*);

**WHEREAS**, Government Code section 4217.10, *et seq.*, authorizes agencies such as the County of Los Angeles (“County”) to develop energy conservation, cogeneration, and alternate energy sources at facilities owned by such public agencies;

**WHEREAS**, Section 4217.12 of the California Government Code authorizes the County to enter into a contract for energy conservation systems on terms the Board determines are in the best interests of the County; and

**NOW THEREFORE, BE IT RESOLVED** that based on staff reports, public comment, and the administrative record as a whole, and pursuant to Government Code section 4217.12, the Board finds that the anticipated cost to the County for electrical (solar) energy under the proposed Energy Services Agreements will be less than the anticipated marginal cost to the County of energy that would have been consumed by the County in the absence of those purchases;

**BE IT FURTHER RESOLVED** that the Board finds the difference, if any, between the fair rental value for the real property subject to the facility license agreement and the agreed rent is anticipated to be offset by below-market energy purchases or other benefits provided under the Agreements;

**BE IT FURTHER RESOLVED** that the Board receive public comment on the proposed projects at its regularly scheduled Public Hearing Meeting on November 28, 2023, prior to consideration of this resolution;

**BE IT FURTHER RESOLVED** that based on staff reports reviewed by the Board, public comment and the administrative record as a whole, the Board finds it is in the best interest of the County to enter into Solar Energy Agreements subsequent to adoption of this resolution; and

**BE IT FINALLY RESOLVED** that the Director of ISD, or his designee, is authorized to enter into Energy Services Agreements for solar systems at thirty-six County facilities on behalf of the County and to take all steps necessary to execute and implement agreements and to take any actions deemed necessary to best protect the interest of the County.

The foregoing resolution was adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2023 by the Board of Supervisors of the County of Los Angeles.



CELIA ZAVALA

Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

By \_\_\_\_\_

Executive Officer of the Board

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

By \_\_\_\_\_  
Principal Deputy County Counsel

**FACILITY LIST**

1. Animal Control - Palmdale  
38550 Sierra Highway, Palmdale, Ca 93550
2. DPSS - Compton AP District Office  
211 E Alondra Blvd, Compton, CA 90220
3. DPSS - Florence AP District Office  
1740 E Gage Ave, Los Angeles, CA 90001
4. DPSS - Lancaster  
349 E. Ave. K6, Lancaster, Ca 93535
5. Health Services - County Public Health Laboratory  
12750 Erickson Ave, Downey, CA 90242
6. Health Services - High Desert Regional Health Center  
335 E Avenue I, Lancaster, CA 93535
7. Health Services - Human Resources Administration Commerce  
5555 Ferguson Dr, Commerce, CA 90022
8. Health Services - Human Resources Administration Commerce  
5569 Ferguson Dr, Commerce, CA 90022
9. Library - Lancaster Library  
601 W Lancaster Blvd, Lancaster, CA 93534
10. Library - West Covina Library  
1601 West Covina PRKY West Covina
11. Library - Clifton M. Brakensiek Library  
9945 Flower St Bellflower, CA 90706
12. Library - Leland R. Weaver Library  
4035 Tweedy Blvd, South Gate, CA 90280
13. Library - Norwalk Library  
12350 Imperial Hwy, Norwalk, CA 90650
14. Library - Rosemead Library  
8800 Valley Blvd, Rosemead, CA 91770
15. Mental Health - Department of Mental Health Compton  
921 E Compton Blvd, Compton, CA 90221
16. Probation - Camp Kenyon Scudder  
28750 Bouquet Canyon Rd, Santa Clarita, CA 91390
17. Probation - Camp Kilpatrick-Miller  
427 S Encinal Canyon Rd, Malibu, CA 90265
18. Probation - Los Padrinos Juvenile Hall  
7285 Quill Dr, Downey, CA 90242
19. Probation - Rio Hondo Area Office  
8240 Broadway Ave, Whittier, CA 90606
20. Probation - Centinela Area Field Office  
1330 W Imperial Hwy, Los Angeles, CA 90044
21. Health Services - Whittier Public Health Center  
7643 S. Painter Avenue, Whittier, CA 90602
22. Public Works - Lancaster  
335 E. Avenue K6, Lancaster CA 93535
23. Public Works - Lomita  
24320 Narbonne Ave, Lomita CA 90717

24. Sheriff - Industry Station  
150 N Hudson Ave, City of Industry
25. Sheriff - Carson Station  
21356 Avalon Blvd, Carson, CA 90745
26. Sheriff - Lakewood Station  
5130 Clark Ave Lakewood, CA 90712
27. Sheriff - Lomita Station  
26123 Narbonne Ave, Lomita, CA 90717
28. Sheriff - Malibu-Lost Hills  
27050 W AGOURA RD, Agoura Hills, CA 91301
29. Sheriff - Norwalk Station  
12335 Civic Center Dr, Norwalk, CA 90650
30. Sheriff - Palmdale Station  
750 E Ave Q, Palmdale, Ca 93550
31. Sheriff - San Dimas Station  
270 S Walnut Ave, San Dimas, CA 91773
32. Sheriff - Sherman Block Building  
4700 Ramona Blvd, Monterey Park, CA 91754
33. Sheriff - South Los Angeles Station  
1310 W Imperial Hwy, Los Angeles, CA 90044
34. Sheriff - S.T.A.R.S. Center  
11515 Colima Rd, Whittier, CA 90604
35. Sheriff - Sybil Brand Institute  
4500 City Terrace Dr, Los Angeles, CA 90063
36. Sheriff - Walnut-Diamond Bar Station  
21695 E Valley Blvd, Walnut, CA 91789

SITE	BLENDED SCE RATE	PPA RATE	SYSTEM SIZE KW	Y1 PRODUCTION (kWh)	% ENERGY OFFSET	PRE-SOLAR UTILITY BILL	YEAR 1 SAVINGS	SAVINGS
Animal Control - Palmdale	\$0.2628	\$0.1715	328	593,076	99%	\$156,663	(\$4,344)	\$676,040
DPSS - Compton AP District Office	\$0.2233	\$0.1885	573	943,580	91%	\$232,524	(\$30,658)	\$562,244
DPSS - Florence AP District Office	\$0.3184	\$0.2001	336	547,583	91%	\$191,427	\$18,104	\$1,340,241
DPSS - Lancaster	\$0.2505	\$0.1610	639	1,155,047	97%	\$299,295	(\$2,731)	\$1,375,716
Health Services - County Public Health Laboratory	\$0.2322	\$0.1789	442	778,602	24%	\$742,941	\$20,483	\$1,572,974
Health Services - High Desert Regional Health Center	\$0.2121	\$0.1323	803	1,519,214	35%	\$920,889	(\$24,063)	\$919,469
Health Services - Human Resources Admin Commerce	\$0.2161	\$0.1458	1081	1,884,230	32%	\$1,279,342	\$15,603	\$2,559,582
Health Services - Human Resources Admin Commerce	\$0.2125	\$0.1699	606	1,010,174	99%	\$215,809	(\$1,655)	\$1,293,263
Health Services - Whittier Public Health Center	\$0.2988	\$0.2634	197	296,830	74%	\$120,277	(\$16,332)	\$170,343
Library - Clifton M. Brakensiek Library	\$0.2733	\$0.1900	205	350,341	100%	\$93,267	(\$1,840)	\$469,385
Library - Lancaster Library	\$0.2501	\$0.1461	475	993,503	90%	\$242,152	\$8,115	\$1,215,377
Library - Leland R. Weaver Library	\$0.2918	\$0.1854	221	370,573	94%	\$115,432	\$6,670	\$714,544
Library - Norwalk Library	\$0.2615	\$0.2191	377	565,649	100%	\$143,308	(\$31,612)	\$116,262
Library - Rosemead Library	\$0.3112	\$0.2431	205	348,937	94%	\$115,954	(\$15,087)	\$255,722
Library - West Covina Library	\$0.2826	\$0.1984	311	485,863	73%	\$186,838	(\$5,643)	\$599,399
Mental Health - Dept of Mental Health Compton	\$0.2494	\$0.1639	475	829,174	77%	\$268,080	(\$3,472)	\$965,734
Probation - Camp Kenyon Scudder	\$0.2457	\$0.1907	410	745,558	100%	\$180,359	(\$21,888)	\$519,689
Probation - Camp Kilpatrick-Miller	\$0.2549	\$0.1971	393	616,426	62%	\$255,450	(\$18,778)	\$442,108
Probation - Centinela Area Field Office	\$0.2631	\$0.2631	221	347,521	100%	\$90,908	(\$19,294)	\$194,070
Probation - Los Padrinos Juvenile Hall	\$0.2305	\$0.1747	934	1,537,387	64%	\$556,214	(\$18,524)	\$1,595,399
Probation - Rio Hondo Area Office	\$0.2863	\$0.2214	270	439,532	100%	\$116,275	(\$10,648)	\$472,317
Public Works - Lancaster	\$0.2663	\$0.1435	549	993,503	100%	\$262,759	\$37,816	\$2,127,015
Public Works - Lomita	\$0.2844	\$0.2078	254	397,408	100%	\$108,126	(\$6,330)	\$473,427
Sheriff - Carson Station	\$0.2224	\$0.1759	516	809,984	94%	\$190,818	(\$23,229)	\$486,170
Sheriff - Industry Station	\$0.2398	\$0.1939	336	561,059	91%	\$147,459	(\$15,471)	\$1,076,196
Sheriff - Lakewood Station	\$0.2434	\$0.2159	287	485,654	38%	\$310,159	(\$9,254)	\$568,431
Sheriff - Lomita Station	\$0.2736	\$0.1773	262	432,375	100%	\$107,950	(\$1,502)	\$557,044
Sheriff - Malibu-Lost Hills	\$0.2223	\$0.1687	475	806,753	97%	\$184,164	(\$12,400)	\$727,220
Sheriff - Norwalk Station	\$0.2199	\$0.1853	557	872,132	100%	\$184,971	(\$26,848)	\$537,652
Sheriff - Palmdale Station	\$0.2248	\$0.1577	606	1,119,560	95%	\$265,116	(\$20,497)	\$825,045
Sheriff - S.T.A.R.S. Center	\$0.2367	\$0.1639	860	1,466,625	60%	\$582,432	(\$14,992)	\$1,409,061
Sheriff - San Dimas Station	\$0.2243	\$0.1553	467	790,636	84%	\$210,326	(\$8,263)	\$734,777
Sheriff - Sherman Block Building	\$0.2166	\$0.1910	966	1,401,758	40%	\$765,362	(\$56,539)	\$567,540

Sheriff - South Los Angeles Station	\$0.2100	\$0.1727	778	1,265,124	97%	\$273,195	(\$23,240)	\$1,078,196
Sheriff - Sybil Brand Institute	\$0.2447	\$0.1717	459	743,236	88%	\$206,793	\$6,526	\$1,170,022
Sheriff - Walnut-Diamond Bar Station	\$0.2211	\$0.1676	491	811,726	90%	\$199,993	(\$17,596)	\$587,005
<b>Total</b>	<b>\$0.2494</b>	<b>\$0.1848</b>	<b>17,365</b>	<b>29,316,333</b>	<b>82.5%</b>	<b>\$10,523,027</b>	<b>(\$349,413)</b>	<b>\$30,954,679</b>

Assumes 3% Annual Utility Energy and Demand Charge Escalator

PPA Rates assume 40% ITC



## SPURR RENEWABLE ENERGY AGGREGATED PROCUREMENT (REAP) PROGRAM MASTER CONTRACT

This SPURR REAP Master Contract (this “RMC”), is made effective as of October 26, 2017 (the “Effective Date”), by and between the School Project for Utility Rate Reduction, a California joint powers authority (“SPURR”) and ForeFront Power, LLC, a Delaware Limited Liability Company (“Vendor”).

### BACKGROUND

- A. SPURR is a “Joint Powers Authority” formed by California public school districts, county offices of education, and community college districts pursuant to the California Joint Exercise of Powers Act. SPURR, with over 240 member organizations, aggregates purchasing power and expertise for thousands of public agency facilities across California. SPURR programs include natural gas, electricity, LED lighting, utilities data management and conservation, telecommunications and networking, solar energy and energy storage, and demand response.
- B. Pursuant to SPURR’s Joint Powers Agreement and to SPURR Board of Directors Resolution No. 14-01, SPURR is duly authorized to create and operate one or more aggregated solar procurement programs, herein referred to collectively as the Renewable Energy Aggregated Procurement Program (the “REAP Program”).
- C. SPURR’s REAP Program is an innovative aggregated solar procurement program that leverages the collective purchasing power of SPURR’s large membership to secure transparent, pre-negotiated solar project pricing and terms to be made available to SPURR members and other Eligible Entities. “Eligible Entities” mean:
  - California public school districts, county offices of education, and community college districts, whether they are members of SPURR or not.
  - Other public agencies or non-profit educational entities in California whose procurement rules (whether internal rules or statutory requirements), allow them to purchase goods or services through a procurement vehicle such as SPURR.
- D. On July 19, 2017, SPURR issued a REAP Program Request for Proposals (the “RFP”), seeking prospective vendor terms and conditions for solar and energy storage projects (“Projects”). The RFP specified that the pricing and terms of any award made pursuant to the RFP would be made available to Eligible Entities.
- E. The REAP Program and RFP is intended to benefit Eligible Entities by providing:
  - A streamlined, transparent, and competitive procurement process for Projects.
  - The best available Project pricing, obtained by taking advantage of SPURR’s purchasing power and experience in competitive energy procurement.
  - Minimized administrative strain associated with Project procurement, including reduced time and expense dedicated to the procurement process.
  - Competitively procured, easily understood terms and conditions of service.
  - Access to firm Project pricing and terms, so that estimated Project returns on investment and other benefits and risks can be quickly and accurately assessed.
- F. Fresno Unified School District (“Fresno USD”), recognizing the benefits of participating in SPURR’s REAP Program, acted as a cooperating agency in the RFP process. Fresno USD worked with SPURR to develop the RFP scope of work, assisted with vendor site walks,

participated in the scoring of proposals and the selection of Vendor, and signed a “Letter of Intent to Participate as Cooperating Agency” signifying their intent to utilize Vendor if they proceed with Projects in 2017 or 2018.

- G. Seven Eligible Entities provided commitments of support for the REAP Program RFP (“Letters of Support”), including Atascadero USD, Contra Costa Community College District, Franklin-McKinley School District, Paramount USD, San Francisco USD, San Mateo-Foster City School District, and State Center Community College District.
- H. SPURR invited qualified vendors to submit qualifications, pricing, terms, and designs for illustrative sample Projects and for eight Fresno USD Projects. SPURR advertised the RFP by publication and by distributing the RFP by email to more than seventy (70) prospective solar vendors, energy storage vendors, consultants, and suppliers.
- I. For each Project included in the RFP, SPURR provided a detailed list of Project includes, excludes, specifications, and assumptions. In response to questions submitted by interested vendors, SPURR issued one or more Addenda to the RFP.
- J. SPURR received eight (8) responses to the RFP. SPURR evaluated all responses which complied with the terms of the RFP, using best value criteria including but not limited to an evaluation of the quality of the submitted proposals, proposed pricing, system value, system design and features, relevant experience with similar projects, team member qualifications, financial viability, vendor’s ability to provide quality service to SPURR’s large membership, and feedback from references.
- K. SPURR used the following system in scoring RFP proposals:
  - Company Profile and Financial Strength: 15%
  - Company Background, Experience, and References: 20%
  - Project Design and Project Approach: 20%
  - Pricing and Proposed Terms: 45%
  - TOTAL: 100%
- L. SPURR selected Vendor for an award under the RFP. Additional information regarding Vendor is set forth in Appendix A to this RMC. The pricing and terms proposed by Vendor, as described in this RMC, will represent a transparent offer that Eligible Entities can adopt to meet their unique Project needs.
- M. The parties are entering into this RMC to evidence the terms and conditions of the award to Vendor.

#### **AGREEMENT**

Now, therefore, for good and valuable consideration, the parties agree as follows.

##### **1. GRANT AND ACCEPTANCE OF AWARD**

SPURR awards this RMC to Vendor under the RFP at the prices and terms (the “Vendor Offer”) listed in Appendix B. Vendor accepts such award, confirms Vendor’s acceptance of all terms and conditions of the RFP, and confirms its obligations to honor the representations or commitments made by Vendor in its response to the RFP (“Vendor’s RFP Response”). The terms and conditions of the RFP, and the representations and commitments of Vendor’s RFP Response are hereby incorporated by reference into this RMC.

The Vendor Offer will be available for acceptance by Eligible Entities through December 31, 2019 (the “Vendor Offer Deadline”); provided, that SPURR and Vendor may mutually agree to extend the Vendor Offer Deadline for an additional period of up to two years.

The pricing and terms described in Vendor Offer are considered firm and may be adjusted only to the extent that Vendor can satisfactorily demonstrate to an Eligible Entity and to SPURR that a prospective Project differs significantly from the detailed list of Project inclusions, exclusions, assumptions, and specifications detailed in the RFP and listed in Appendix C.

## **2. PROGRAM PARTICIPATION**

A “Participant” in the REAP Program is any Eligible Entity that uses or references the REAP Program as the basis for their selection of Vendor to implement one or more Projects.

A “REAP Project Agreement” means any power purchase agreement (“PPA”), design/build contract, lease, energy storage agreement, performance guarantee, or similar agreement, or any combination of such agreements, related to a Participant’s Project to be implemented by Vendor, including any amendment, revision, extension, or renewal of such agreements.

REAP Project Agreements may relate to Projects located at sites controlled by the Participant, or located at other sites (as in an “over the fence” agreement or a “community solar” arrangement), so long as Participant selects Vendor to implement the Project on their behalf.

Eligible Entities may authorize Vendor to perform feasibility studies, conduct site inspections, and provide binding offers for prospective Projects. Eligible Entities are not obligated to procure Projects with Vendor and are not responsible for any costs incurred by Vendor for conducting its feasibility study, site inspections, offer preparation or any other activity prior to execution of a REAP Project Agreement.

When presenting a Project proposal to an Eligible Entity, Vendor must describe and support in writing any deviations from the pricing and terms memorialized in this RMC. At the request of an Eligible Entity, SPURR will review Vendor’s offer for reasonable conformity with this RMC and will report the results of such review to the Eligible Entity. SPURR’s review will not constitute a legal review or a feasibility study.

## **3. PROGRAM PROMOTION**

Vendor will use commercially reasonable efforts to conduct marketing, educational, and sales efforts to promote the REAP Program and Vendor Offer secured through the RFP and under this RMC (“Vendor Marketing”). Vendor will provide regular updates, at least weekly, to SPURR regarding Vendor Marketing, including a list of prospective Participants with contact information. Vendor shall provide a single point of contact with the authority and responsibility for the overall success of the SPURR REAP Program.

Vendor will take the lead in generating interest in the REAP Program, with SPURR in a supporting role, and will use the RMC as Vendor’s preferred form of contracting with Eligible Entities. Vendor’s sales force will be trained and engaged in the promotion of the REAP Program and the RMC for the duration of the contract term. Vendor will not encourage or induce an Eligible Entity to procure a Project outside of the REAP RFP Program.

SPURR will use commercially reasonable efforts to support Vendor Marketing. SPURR will promote the REAP Program through the creation of marketing materials, digital marketing campaigns, and active outreach to its constituents. SPURR will promptly provide electronic copies of REAP Program documentation to any Eligible Entity upon request.



SPURR will schedule periodic reviews to evaluate the Selected Vendor's performance of the commitments outlined in this RFP. If Selected Vendor reports "No Sales" for three (3) consecutive quarters, the Selected Vendor may be put on probationary status for one (1) additional quarter. If "No Sales" are reported during the probationary period, the Vendor Awarded contract will be subject to immediate termination by SPURR.

Each party to this RMC represents to the other party that it will conform to the highest industry professional standards in all marketing and implementation activities related to this RMC and the REAP Program.

#### **4. USE AND LIMITATIONS OF REAP PROGRAM**

Each Eligible Entity will (a) determine for itself whether participation in the REAP Program and use of this RMC complies with their procurement rules, (b) determine for itself whether Vendor's offer suits their needs for a Project, (c) authorize, pursuant to California Government Code sections 4217.10-4217.18 or such other law or regulation as they determine is appropriate, the execution and delivery to Vendor of a REAP Project Agreement and any other documentation necessary or appropriate to complete a Project.

Nothing in the RFP or this RMC may be construed as SPURR's provision of legal, engineering, financial, or technical advice to Vendor, Eligible Entities, or Participants. Nothing in the RFP or this RMC may be construed as SPURR's recommendation to Vendor, Eligible Entities, or Participants regarding a specific Project's size, scope, delivery date, or suitability for the needs of an Eligible Entity or Participant.

SPURR will not provide warranties regarding Projects or performance by Vendor, will not represent Vendor in the resolution of disputes with Eligible Entities or Participants, and will not guarantee payment by Participants.

#### **5. ADMINISTRATIVE FEES**

Vendor acknowledges that they will benefit from the REAP Program by avoiding the time and expense required to go through competitive bidding processes with individual Eligible Entities, and by publicizing their status as the winner of a SPURR competitive procurement. These benefits will increase Vendor's potential business opportunities and provide significant advantages in the marketplace. In consideration of these benefits, Vendor will pay administrative fees ("Administrative Fees") to SPURR as described in the RFP and set forth in this RMC.

Vendor acknowledges and that Administrative Fees do not constitute additional fees over and above the pricing memorialized in this RMC. Vendor acknowledges that they are solely responsible for payment of Administrative Fees.

Administrative Fees will be due to SPURR (a) for each REAP Project Agreement signed between a Participant and Vendor, or any affiliate of Vendor, and, in addition (b) for each Notice to Proceed or other document authorizing commencement of construction (an "NTP") under a REAP Project Agreement. For the avoidance of doubt, the Administrative Fee associated with issuance of NTP shall only be payable if NTP is actually issued for such Project. NTP means that Vendor has commenced construction on the Project. Within three (3) business days of construction commencement, Vendor will issue NTP documentation to SPURR verifying that construction has commenced and provide final Project size.

Administrative Fees will be calculated based on the following table:

	Execution of REAP Project Agreement by Participant	Issuance of NTP
Type of Project: Solar PV	\$0.0425 / Watt-DC	\$0.0425 / Watt-DC
Type of Project: Energy Storage	\$0.02125 / Watt-hour-DC	\$0.02125 / Watt-hour-DC

Project size will be based on the Project capacity described in the executed REAP Project Agreement or NTP.

Payment of Administrative Fees will be due within twenty (20) days of invoice by SPURR. Past due Administrative Fees will be subject to late fees and costs of collection. Late fees shall accrue at the rate of one and one half percent (1.5%) per month on all past due Administrative Fee balances until payment is received by SPURR. In addition, SPURR shall be entitled to recover from Vendor reasonable costs of collection, including reasonable attorney’s fees, for any past due Administrative Fees or for late fees.

**6. VENDOR OBLIGATION TO PROVIDE DOCUMENTATION**

Documentation and notifications sent pursuant to this section shall be emailed to solar@spurr.org.

Vendor will notify SPURR by email within five (5) business days after Vendor learns that any Eligible Entity intends to become a Participant.

Not later than five (5) business days after an Eligible Entity executes a REAP Project Agreement, Vendor shall email SPURR an executed copy of the REAP Project Agreement, in pdf format.

Not later than five (5) business days after an NTP is issued for any Project, Vendor shall email SPURR a copy of the NTP, in pdf format. NTPs must include the issuance or construction commencement date, Project capacity size in W-DC or Watt-hour-DC, location, and Participant name.

Vendor will promptly provide SPURR with other documentation directly related to implementation of a REAP Project Agreement as may be reasonably requested by SPURR, including utility interconnection studies and applications, utility incentive program studies and applications, and Project implementation schedules.

**7. INDEMNIFICATION**

Vendor will indemnify, defend and hold harmless SPURR and any Participant contracting with Vendor under this RMC (“Indemnified Parties”) from any and all claims, demands, suits, proceedings, loss, cost and damages of every kind and description, including any attorney’s fees or litigation expenses, which might be brought against or incurred by Indemnified Parties on account of loss or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Vendor, its employees, agents, representatives, or subcontractors in connection with or incident to this RMC, or arising out of worker’s compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of Vendor, or its subcontractors or claims under similar laws or obligations. Vendor’s indemnification obligation will not extend to liability caused by the negligence of Indemnified Parties.

## 8. ATTORNEYS' FEES

If any action at law or in equity is brought to enforce or interpret the provisions of this RMC, the prevailing party will be entitled to reasonable attorneys' fees, in addition to any other relief to which the party may be entitled.

## 9. SEVERABILITY

If any provision of this RMC is held invalid or unenforceable by a court of competent jurisdiction, no other provision of this RMC will be affected by such holding, and all of the remaining provisions of this RMC will continue in full force and effect.

## 10. FORCE MAJEURE EVENTS

A "Force Majeure Event" means any act or event that prevents the affected party to this RMC (the "Affected Party") from timely performing its obligations under this RMC, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the Affected Party and the Affected Party has been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums); provided, that a Force Majeure Event shall not be based on the economic hardship of an Affected Party, or upon the termination or expiration of any contractual rights in favor of the Affected Party.

Except as otherwise provided in this RMC, the Affected Party shall not be considered in breach of the RMC or liable for its delay or failure to comply with the RMC for a period not to exceed ninety (90) days, and only to the extent that such delay or failure is directly attributable to a Force Majeure Event; provided, that the Affected Party shall, as soon as practicable after becoming aware of the circumstances constituting Force Majeure (i) notify the other party in writing of the existence of the Force Majeure Event, (ii) exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, (iii) notify the other party in writing of the cessation or termination of said Force Majeure Event and (iv) resume performance of its obligations hereunder as soon as practicable thereafter.

Notwithstanding any other provision of this RMC, a Force Majeure Event shall not excuse any delay or failure of the Affected Party to timely pay the other party amounts due under this RMC.

## 11. ASSIGNMENT

Vendor shall not assign all or part of its interest in this RMC without SPURR's prior written consent, which consent shall not be unreasonably withheld. Any assignment by Vendor of an interest in this RMC shall not release Vendor of its obligations under this RMC, except with SPURR's express written consent, which SPURR may choose to provide in its sole discretion.

## 12. DEFAULTS

A "Vendor Default" means any of the following events:

(a) Vendor defaults on any obligation under this RMC and such default is not cured within thirty (30) days after notice of the default from SPURR to Vendor, except to the extent that delay in performance of its obligations is excused by a Force Majeure Event,

(b) any REAP Project Agreement default by Vendor, or by any affiliate of Vendor obligated under a REAP Project Agreement, which is not cured within the time for cure provided in that REAP Project Agreement,

(c) the commencement by Vendor, or by any affiliate of Vendor obligated under a REAP Project Agreement, of a voluntary case under title 11 of the United States Code or the corresponding provisions of any successor laws (the "Bankruptcy Code"),

(d) the commencement of an involuntary case against Vendor, or against any affiliate of Vendor obligated under a REAP Project Agreement, under the Bankruptcy Code if either (i) the case is not dismissed within sixty (60) days after commencement or (ii) the court before which the case is pending issues an order for relief or similar order approving the case,

(e) a court of competent jurisdiction appoints, or the Vendor, or any affiliate of Vendor obligated under a REAP Project Agreement, makes an assignment of all or substantially all of its assets to, a custodian (as that term is defined in the Bankruptcy Code) for the Vendor, or for any affiliate of Vendor obligated under a REAP Project Agreement, or

(f) Vendor, or any affiliate of Vendor obligated under a REAP Project Agreement, fails generally to pay their debts as they become due (unless those debts are subject to a good-faith dispute as to liability or amount) or acknowledges in writing that it is unable to do so.

In the event of a Vendor Default, SPURR may pursue any and all available remedies against Vendor, including immediate revocation of the award to Vendor under the RFP and termination of this RMC.

If SPURR defaults on any obligation under this RMC (a "SPURR Default") and such default is not cured within thirty (30) days after notice of the default from Vendor to SPURR, except to the extent that delay in performance of its obligations is excused by a Force Majeure Event, then Vendor may pursue any and all available remedies against SPURR, including termination of this RMC.

### **13. TERM AND TERMINATION**

This RMC will terminate on the Vendor Offer Deadline, including any extension of the Vendor Offer Deadline, unless earlier terminated due to Vendor Default or a SPURR Default. Termination of this RMC will not excuse timely performance by any party of obligations to the other party incurred prior to such termination. The following sections of this RMC will survive any termination of this RMC: Vendor Obligation to Provide Documentation, Administrative Fees, Indemnification, Attorneys' Fees, Governing Law, Relationship Of The Parties, and Notices.

### **14. GOVERNING LAW**

This RMC shall be governed by California law, without regard to principles of conflicts of law.

### **15. RELATIONSHIP OF THE PARTIES**

The relationship between the parties to this RMC shall not be that of partners, agents, or joint ventures for one another. The parties to this RMC, in performing any of their obligations under this RMC, shall be independent parties and shall discharge their obligations at their own risk.

### **16. NOTICES**

All notices under this RMC must be in writing and will be effective (a) immediately upon delivery in person or by messenger, (b) two (2) business days after prepaid deposit with a commercial courier or delivery service for next day delivery, (c) upon receipt by facsimile as established by evidence of successful transmission, or (d) five (5) business days after deposit with the US Postal Service, certified mail, return receipt requested, postage prepaid.

All notices must be properly addressed to the addresses set forth on the signature page to this RMC, or at such other addresses as either party may subsequently designate by notice.

### **17. COUNTERPARTS AND DELIVERY**

This RMC may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. This RMC may be duly executed and delivered by a party's


execution and facsimile or electronic delivery (in pdf format) of the signature page of a counterpart to the other party.

IN WITNESS WHEREOF, the parties have executed this RMC as of the Effective Date.

SCHOOL PROJECT FOR UTILITY RATE  
REDUCTION, a California joint powers  
authority

ForeFront Power LLC, a Delaware limited  
liability company

By: 

By: 

Approved as to Form  
ForeFront Power Legal  
KF

Michael Rochman

Print Name: Rafael Dobrzynski

Managing Director

Print Title: Chief Executive Officer

Address for Notice:

Address for Notice:

Attn: Managing Director

Attn: Rafael Dobrzynski

1850 Gateway Blvd, Suite 235

Address: 100 Montgomery Street Suite 1400

Concord, CA 94520

City, State, Zip: San Francisco, CA 94104

Phone: (925)743-1292

Phone: 855-204-5083

Email: [Service@spurr.org](mailto:Service@spurr.org)

Email: rd@forefrontpower.com

**APPENDIX A – VENDOR INFORMATION**

**Vendor: ForeFront Power LLC**

**SPURR Board Authorization:** Resolution No. 14-01

**RFP Issued:** 07/19/2017

**RFP Title:** Renewable Energy Aggregated Procurement (REAP) Program Request for Proposals (RFP)

**Sales Contact #1**

Name: Brian Taylor  
Title: Sales Director  
Address: 100 Montgomery Street  
City, St, Zip: San Francisco, CA 94104  
Phone: 650-743-7880  
Alt Phone: \_\_\_\_\_  
Email: btaylor@forefrontpower.com

**Technical Contact**

Name: Nate Roberts  
Title: Senior Project Manager  
Address: 100 Montgomery Street  
City, St, Zip: San Francisco, CA 94104  
Phone: 916.402.7277  
Alt Phone: \_\_\_\_\_  
Email: nroberts@forefrontpower.com

**Sales Contact #2**

Name: Sam Youneszadeh  
Title: Chief Development Officer  
Address: 100 Montgomery Street  
City, St, Zip: San Francisco, CA 94104  
Phone: 310-922-8424  
Alt Phone: \_\_\_\_\_  
Email: sy@forefrontpower.com

**Other Contact (Optional)**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, St, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Alt Phone: \_\_\_\_\_  
Email: \_\_\_\_\_



## APPENDIX B – VENDOR OFFER

**Vendor:** ForeFront Power, LLC

**SPURR Board Authorization:** Resolution No. 14-01

**RFP Issued:** 07/19/2017

**RFP Title:** Renewable Energy Aggregated Procurement (REAP) Program Request for Proposals (RFP)

**Background:** Vendor Offer is based on a list of Project includes, excludes, assumptions, specifications, and sample site maps provided to Vendor in the RFP and as provided in Appendix C. Vendor was required to submit system designs, pricing, and terms for Projects at two sample elementary schools, two sample middle schools, a sample RES-BCT ground-mount project, two sample municipal sites, seven Fresno USD high schools, and the Fresno USD District Service Center.

Vendor Offer includes purchase pricing and Power Purchase Agreement (PPA) pricing for solar and solar plus storage projects for:

- Each unique site.
- Portfolio #1: Small sample sites.
- Portfolio #2: All sites (excluding municipal sites and RES-BCT project).
- Portfolio #3: All Fresno USD sites SPURR recognizes that final Project pricing for each Participant may vary slightly based on actual scope of work, unique site conditions, specific location, market conditions, availability of incentive funding, required utility upgrades, or other factors that may impact final contract pricing.

**Project price adjustments above the pricing memorialized in this RMC must be justified by Vendor on a case by case basis by documenting price adjustments and rationale to SPURR for SPURR's confirmation and approval. The format of such document will be approved by SPURR.**

Price for Each Site as a Stand-Alone Project	Sample Elementary School 1	Sample Elementary School 2	Sample Middle School 1	Sample Middle School 2	1MW Ground Mount Site (RES-BCT)	Sample City Hall	Sample Wastewater Treatment Plant	Bullard High School	Edison High School	Fresno High School	Hoover High School	McLane High School	Roosevelt High School	Sunnyside High School	FUSD Service Center
PV System Size (kW-DC)	166.14	191.7	351.45	370.62	1101.6	792.36	1175.04	1022.4	1169.37	830.7	1361.07	894.6	594.27	1808.37	645.39
PV System Size (kW-AC)	168	180	300	336	900	702	960	936	1098	768	1272	840	540	1698	588
PV First Year Production (kWh/year)	260,840	305,570	565,835	614,117	2,243,959	1,303,477	2,373,581	1,767,091	1,896,718	1,360,687	2,116,464	1,390,208	959,746	2,954,877	1,077,156
PV PPA Rate (\$/kWh)	\$0.136	\$0.134	\$0.126	\$0.124	\$0.070	\$0.102	\$0.070	\$0.1095	\$0.1175	\$0.1185	\$0.1200	\$0.1230	\$0.1155	\$0.1105	\$0.1085
PV Cash Purchase Price	\$621,553	\$685,250	\$1,053,824	\$1,152,804	\$2,511,600	\$2,135,840	\$2,718,021	\$2,910,463	\$3,456,760	\$2,494,588	\$3,923,675	\$2,642,418	\$1,694,629	\$5,070,514	\$1,768,604
Energy Storage System Size (kW-AC)	0	0	210	210	N/A	315	420	630	420	525	315	420	525	315	210
Energy Storage System Size (kWh-DC)	0	0	340	340	N/A	510	680	1020	680	850	510	680	850	510	340

Portfolio #1: Small Portfolio	Sample Elementary School 1	Sample Elementary School 2	Sample Middle School 1
PV System Size (kW-DC)	166.14	191.7	351.45
PV System Size (kW-AC)	168	180	300
PV First Year Production (kWh/year)	260,840	305,570	565,835
PV PPA Rate (\$/kWh)	0.136	0.134	0.126
PV Cash Purchase Price	\$621,553	\$685,250	\$1,053,824
Energy Storage System Size (kW-AC)	0	0	210
Energy Storage System Size (kWh-DC)	0	0	340

Portfolio #2: Large Portfolio	Sample Elementary School 1	Sample Elementary School 2	Sample Middle School 1	Sample Middle School 2	Bullard High School	Edison High School	Fresno High School	Hoover High School	McLane High School	Roosevelt High School	Sunnyside High School	FUSD Service Center
PV System Size (kW-DC)	166.14	191.7	351.45	370.62	1022.4	1169.37	830.7	1361.07	894.6	594.27	1808.37	645.39
PV System Size (kW-AC)	168	180	300	336	936	1098	768	1272	840	540	1698	588
PV First Year Production (kWh/year)	260,840	305,570	565,835	614,117	1,767,091	1,896,718	1,360,687	2,116,464	1,390,208	959,746	2,954,877	1,077,156
PV PPA Rate (\$/kWh)	\$0.136	\$0.134	\$0.126	\$0.124	\$0.1095	\$0.1175	\$0.1185	\$0.1200	\$0.1230	\$0.1155	\$0.1105	\$0.1085
PV Cash Purchase Price	\$621,553	\$685,250	\$1,053,824	\$1,152,804	\$2,910,463	\$3,456,760	\$2,494,588	\$3,923,675	\$2,642,418	\$1,694,629	\$5,070,514	\$1,768,604
Energy Storage System Size (kW-AC)	0	0	210	210	630	420	525	315	420	525	315	210
Energy Storage System Size (kWh-DC)	0	0	340	340	1020	680	850	510	680	850	510	340



Portfolio #3: Fresno USD	Bullard High School	Edison High School	Fresno High School	Hoover High School	McLane High School	Roosevelt High School	Sunnyside High School	FUSD Service Center
PV System Size (kW-DC)	1022.4	1169.37	830.7	1361.07	894.6	594.27	1808.37	645.39
PV System Size (kW-AC)	936	1098	768	1272	840	540	1698	588
PV First Year Production (kWh/year)	1,767,091	1,896,718	1,360,687	2,116,464	1,390,208	959,746	2,954,877	1,077,156
PV PPA Rate (\$/kWh)	\$0.1163	\$0.1257	\$0.1275	\$0.1272	\$0.1315	\$0.1255	\$0.1179	\$0.1162
PV Cash Purchase Price	\$3,062,449	\$3,646,359	\$2,669,063	\$4,110,981	\$2,791,265	\$1,830,674	\$5,318,794	\$1,897,114
Energy Storage System Size (kW-AC)	630	420	525	315	420	525	315	210
Energy Storage System Size (kWh-DC)	1020	680	850	510	680	850	510	340
<b>FUSD Site Cost Adder (\$)</b>								
15' Min Clearance on Canopy	\$53,636	\$47,749	\$55,825	\$79,069	\$46,980	\$38,280	\$84,680	\$37,193
4 EV Charging Stations per Site	\$24,650	\$24,650	\$24,650	\$24,650	\$24,650	\$24,650	\$24,650	\$24,650
Inspector of Record Fees (Assume \$35,000/site)	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000
Tree Removal	\$8,700	\$52,200	\$29,000	\$18,588	\$12,218	\$8,116	\$73,950	\$1,668
ADA Upgrades	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
<b>FUSD Site PPA Adder (\$/kWh)</b>								
15' Min Clearance on Canopy	\$0.0024	\$0.0021	\$0.0029	\$0.0031	\$0.0027	\$0.0028	\$0.0025	\$0.0022
4 EV Charging Stations per Site	\$0.0011	\$0.0011	\$0.0013	\$0.0010	\$0.0014	\$0.0018	\$0.0007	\$0.0015
Inspector of Record Fees (Assume \$35,000/site)	\$0.0016	\$0.0015	\$0.0018	\$0.0014	\$0.0020	\$0.0026	\$0.0010	\$0.0021
Tree Removal	\$0.0004	\$0.0023	\$0.0015	\$0.0007	\$0.0007	\$0.0006	\$0.0022	\$0.0001
ADA Upgrades	\$0.0013	\$0.0013	\$0.0015	\$0.0012	\$0.0017	\$0.0022	\$0.0009	\$0.0018

Portfolio #3: Fresno USD - Portfolio Negative Escalator	Bullard High School	Edison High School	Fresno High School	Hoover High School	McLane High School	Roosevelt High School	Sunnyside High School	FUSD Service Center
PV System Size (kW-DC)	1022.4	1169.37	830.7	1361.07	894.6	594.27	1808.37	645.39
PV System Size (kW-AC)	936	1098	768	1272	840	540	1698	588
PV First Year Production (kWh/year)	1767090.6	1896718.14	1360686.6	2116463.85	1390208.4	959746.05	2954876.58	1077155.91
<b>PV PPA Rate (\$/kWh)</b>	<b>\$0.1262</b>	<b>\$0.1364</b>	<b>\$0.1383</b>	<b>\$0.1380</b>	<b>\$0.1427</b>	<b>\$0.1361</b>	<b>\$0.1280</b>	<b>\$0.1260</b>
<b>PPA Escalator (%)</b>	<b>-1%</b>	<b>-1%</b>	<b>-1%</b>	<b>-1%</b>	<b>-1%</b>	<b>-1%</b>	<b>-1%</b>	<b>-1%</b>

Portfolio #3: Fresno USD - Value of Solar Optimized	Bullard High School	Edison High School	Fresno High School	Hoover High School	McLane High School	Roosevelt High School	Sunnyside High School	FUSD Service Center
PV System Size (kW-DC)	1022.4	1169.37	830.7	1361.07	894.6	594.27	1808.37	645.39
PV System Size (kW-AC)	936	1098	768	1272	840	540	1698	588
PV First Year Production (kWh/year)	1767090.6	1896718.14	1360686.6	2116463.85	1390208.4	959746.05	2954876.58	1077155.91
<b>PV PPA Rate (\$/kWh)</b>	<b>\$0.1260</b>	<b>\$0.1300</b>	<b>\$0.1320</b>	<b>\$0.1010</b>	<b>\$0.1260</b>	<b>\$0.1350</b>	<b>\$0.1170</b>	<b>\$0.1400</b>
<b>PPA Escalator (%)</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>

Portfolio #3: Fresno USD - Value of Solar Optimized - Negative Escalator	Bullard High School	Edison High School	Fresno High School	Hoover High School	McLane High School	Roosevelt High School	Sunnyside High School	FUSD Service Center
PV System Size (kW-DC)	1022.4	1169.37	830.7	1361.07	894.6	594.27	1808.37	645.39
PV System Size (kW-AC)	936	1098	768	1272	840	540	1698	588
PV First Year Production (kWh/year)	1767090.6	1896718.14	1360686.6	2116463.85	1390208.4	959746.05	2954876.58	1077155.91
<b>PV PPA Rate (\$/kWh)</b>	<b>\$0.1367</b>	<b>\$0.1411</b>	<b>\$0.1432</b>	<b>\$0.1096</b>	<b>\$0.1367</b>	<b>\$0.1465</b>	<b>\$0.1269</b>	<b>\$0.1519</b>
<b>PPA Escalator (%)</b>	<b>-1%</b>	<b>-1%</b>	<b>-1%</b>	<b>-1%</b>	<b>-1%</b>	<b>-1%</b>	<b>-1%</b>	<b>-1%</b>

Price for Each Site as a Stand-Alone Project Negative Escalator	Sample Elementary School 1	Sample Elementary School 2	Sample Middle School 1	Sample Middle School 2	1MW Ground Mount Site (RES-BCT)	Sample City Hall	Sample Wastewater Treatment Plant	Bullard High School	Edison High School	Fresno High School	Hoover High School	McLane High School	Roosevelt High School	Sunnyside High School	FUSD Service Center
PV System Size (kW-DC)	166.14	191.7	351.45	370.62	1101.6	792.36	1175.04	1022.4	1169.37	830.7	1361.07	894.6	594.27	1808.37	645.39
PV System Size (kW-AC)	168	180	300	336	900	702	960	936	1098	768	1272	840	540	1698	588
PV First Year Production (kWh/year)	260,840	305,570	565,835	614,117	2,243,959	1,303,477	2,373,581	1,767,091	1,896,718	1,360,687	2,116,464	1,390,208	959,746	2,954,877	1,077,156
<b>PV PPA Rate (\$/kWh)</b>	<b>\$0.1465</b>	<b>\$0.1465</b>	<b>\$0.1356</b>	<b>\$0.1356</b>	<b>\$0.0760</b>	<b>\$0.1106</b>	<b>\$0.0760</b>	<b>\$0.1188</b>	<b>\$0.1275</b>	<b>\$0.1286</b>	<b>\$0.1302</b>	<b>\$0.1335</b>	<b>\$0.1253</b>	<b>\$0.1199</b>	<b>\$0.1177</b>
<b>PPA Escalator (%)</b>	<b>-1%</b>	<b>-1%</b>	<b>-1%</b>	<b>-1%</b>	<b>-1%</b>	<b>-1%</b>	<b>-1%</b>	<b>-1%</b>	<b>-1%</b>	<b>-1%</b>	<b>-1%</b>	<b>-1%</b>	<b>-1%</b>	<b>-1%</b>	<b>-1%</b>

Price for Each Site as a Stand-Alone Project	Sample Elementary School 1	Sample Elementary School 2	Sample Middle School 1	Sample Middle School 2	1MW Ground Mount Site (RES-BCT)	Sample City Hall	Sample Wastewater Treatment Plant	Bullard High School	Edison High School	Fresno High School	Hoover High School	McLane High School	Roosevelt High School	Sunnyside High School	FUSD Service Center
PV System Size (kW-DC)	166.14	191.7	351.45	370.62	1101.6	792.36	1175.04	1022.4	1169.37	830.7	1361.07	894.6	594.27	1808.37	645.39
PV System Size (kW-AC)	168	180	300	336	900	702	960	936	1098	768	1272	840	540	1698	588
PV First Year Production (kWh/year)	260,840	305,570	565,835	614,117	2,243,959	1,303,477	2,373,581	1,767,091	1,896,718	1,360,687	2,116,464	1,390,208	959,746	2,954,877	1,077,156
PV PPA Rate (\$/kWh)	\$0.1360	\$0.1340	\$0.1260	\$0.1240	\$0.0700	\$0.1020	\$0.0700	\$0.1095	\$0.1175	\$0.1185	\$0.1200	\$0.1230	\$0.1155	\$0.1105	\$0.1085
PV Cash Purchase Price	\$621,553	\$685,250	\$1,053,824	\$1,152,804	\$2,511,600	\$2,135,840	\$2,718,021	\$2,910,463	\$3,456,760	\$2,494,588	\$3,923,675	\$2,642,418	\$1,694,629	\$5,070,514	\$1,768,604
Energy Storage System Size (kW-AC)	0	0	210	210	N/A	315	420	630	420	525	315	420	525	315	210
Energy Storage System Size (kWh-DC)	0	0	340	340	N/A	510	680	1020	680	850	510	680	850	510	340
Annual Storage Services Fee	0	0	\$8,082	\$9,001	N/A	\$22,467	\$23,314	\$41,218	\$34,645	\$33,794	\$15,492	\$26,700	\$31,447	\$23,051	\$10,522
Storage Fee/kW/Month	0	0	\$3.207	\$3.572	N/A	\$5.944	\$4.626	\$5.452	\$6.874	\$5.364	\$4.099	\$5.298	\$4.992	\$6.098	\$4.175
Storage Cash Purchase Price	0	0	\$263,677	\$263,677	\$0	\$359,108	\$454,962	\$641,224	\$454,962	\$550,048	\$359,108	\$454,962	\$550,048	\$359,108	\$263,677
Storage Performance Guarantee	N/A	N/A	100%	100%	N/A	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Demand Reduction Guarantee Rate (\$/kW)	N/A	N/A	9.99	9.99	N/A	19.67	15.86	19.67	19.67	16.96	15.86	15.86	19.67	15.86	9.99
Minimum Guaranteed Demand Reduction (kW/yr)	N/A	N/A	809	901	N/A	1,142	1,470	2,181	1,761	1,993	977	1,684	1,599	1,454	1,053

## **Appendix C- Includes, Excludes, Assumptions, and Specifications for Vendor Offer**

Vendor Offer is based on a list of Project inclusions, exclusions, assumptions, specifications, utility data, and site maps provided to Vendor in the RFP. Vendor was required to submit system designs, pricing, and terms for Projects at two sample elementary schools, two sample middle schools, a sample RES-BCT ground-mount project, two sample municipal sites, seven Fresno USD high schools, and the Fresno USD District Service Center Vendor Offer includes purchase pricing and Power Purchase Agreement (PPA) pricing for solar projects and solar plus storage projects (where applicable) for:

- Each unique site.
- Portfolio #1: Small sample sites.
- Portfolio #2: All sites (excluding municipal sites and RES-BCT project).
- Portfolio #3: All Fresno USD sites

Below is the detailed list of includes, excludes, specifications, and assumptions underlying Vendor Offer.

### **A. Includes for Solar PV Power Purchase Agreement (PPA) AND Purchase Project Scenarios:**

Vendor Offer includes at minimum the following components and services:

1. Project engineering
  - a. Civil/Structural engineering
  - b. Electrical engineering
  - c. Mechanical Engineering
  - d. Soils reports/engineering
2. Project permitting
  - a. DSA or otherwise applicable AHJ permitting fees
  - b. Utility interconnection process (upgrade costs on the Utility side of the meter should not be included in the Proposal cost)
    - All appropriate safety signage, as required by the Utility
    - Adequately sized and visible disconnect switches at or near each point of common coupling
3. Safety plan
4. Materials
  - a. Modules
  - b. Inverters
  - c. Racking/structures
    - Lighting for shade structures/carports
  - d. Balance of System (BOS)
    - Disconnects/Breakers/Fuses
    - Conduits and conductors
    - Pull boxes and ground vaults
    - Enclosures or cabinets to house non-NEMA rated components
  - e. All other materials required to construct the system to comply with national, state, and local building requirements as well as industry standards.

5. Equipment/material procurement
  - a. Delivery, storage, and staging logistics
  - b. Delivery and handling costs
  - c. Procurement bond or insurance (at the Vendor's discretion)
  - d. Site security
6. Facility construction
  - a. Civil (trenching and backfill, equipment pad preparation, etc.)
  - b. Structural/mechanical
  - c. Electrical
7. Interconnection process
  - a. Generation Interconnection Application
  - b. Initial and supplemental review process management
  - c. System coordination studies (if deemed necessary)
  - d. System protection engineering (Rule 21, UL 1741, etc.)
  - e. Pre-parallel inspection
  - f. Permission to operate (PTO)
8. Facility testing
9. Facility commissioning
  - a. Strings voltage check
  - b. Inverters
    - System check
    - Programming and configuration (i.e. ramp rate, power factor, protection, etc.)
  - c. Racking visual inspection and torque check
  - d. Monitoring, configuration, startup, and training of district personnel
  - e. Switchgear (if required)
10. Facility design documentation package and as-built drawings
  - a. PV Module – quantity, make, model, and spec sheet
  - b. QA/QC documentation
  - c. As built documentation (strings labeled in field and recorded on drawings)
  - d. Inverters – quantity, make, model, and spec sheet
  - e. Racking/shade structure
    - Manufacturer
    - Design drawings
    - Structure finish
  - f. Combiner boxes (if any) – quantity, make, model, and spec sheet
  - g. Switchgear/Subpanel (if upgrades or additions are required) – manufacturer, ratings, general spec.
  - h. AC and DC cable specifications
  - i. As-built DC single line diagram with conductor specification
  - j. As-built AC single line diagram with conductor specification
  - k. As-built array configuration plan
  - l. Balance of system (BOS) layout detail and identification
    - Combiner boxes
    - Inverters

- m. Inverter locations and mounting specifications
- n. Trenching specification (depth, bedding material spec, conduit spec., etc.)
  - As built location for ongoing O&M
- 11. Monitoring equipment/system
  - a. Inverter level performance/production monitoring
  - b. Configurable alarms to allow for notification of underperformance or outages
  - c. Security measures (appropriate fencing, cameras, signage, etc.)
- 12. Operations and maintenance (10 years for purchased systems; 20 years for PPAs)
  - a. Inverter maintenance
  - b. Module cleaning/testing
  - c. Checking of electrical connections/torque
  - d. Racking/structure torque check
  - e. Inverter extended warranty or replacement plan
  - f. Remote monitoring
  - g. Shading mitigation
- 13. Production performance guarantee
  - a. 90% system production guarantee or better.

**B. Assumptions for Solar PV PPA AND Purchase Project Scenarios:**

- a. Projects will be interconnected as net energy metering (NEM or NEM-A) or RES-BCT projects.
- b. Assume no incentives from utility.
- c. SPURR's fees, as described above, must be included in all proposed pricing.
- d. Prevailing wage rates will apply.
- e. California DSA pre-check design.
- f. All inverters must be UL 1741 certified.
- g. Unless otherwise stated, all systems will interconnect into a 277/480VAC 3-Phase service.
- h. Campus main meters are adequately sized and have available space for connection of PV generation.
- i. For shade structures, concrete support extending up the structure post a minimum of 24".
- j. All non-trenched wiring will be made in accessible crawlspaces, attics, or mounted in secure weather tight conduit on racking structures.
- k. All unpainted metal shall be resistant to corrosion for a minimum of 25 years.
- l. Painted portions of structures will be primed with rust inhibitive primer and then painted with 2 coats of paint or powder coated.
- m. Canopies shall have a minimum clear height of 10 foot at the lowest point of any structure.
- n. Each canopy system and associated components must be designed and selected to withstand the environmental conditions of the site (e.g., temperatures, winds, rain, flooding, etc.) to which they will be exposed. The design life shall be a minimum of 25-years.

- o. Canopies placed in parking lots shall be clearly labeled with max clearance for vehicles at the low points. Label should be easily visible from a vehicle
- p. Canopies must include LED lighting that conform to current lighting standards and codes.
- q. Existing light post bases and bollards will be removed if not being used by Selected Vendor. Lighting will reuse existing circuits where available.
- r. Grounds and landscaping that may have been impacted due to construction will be brought back to original pre-construction conditions.
- s. Selected Vendor shall be responsible for prompt removal and disposal of spoils from all related construction activities.
- t. All costs associated with system upgrades necessary to avoid power quality issues will be the responsibility of the Selected Vendor.
- u. Security measures will be required to limit the potential for theft and vandalism during and after construction of the systems.
- v. Array areas shown on project site maps are representative and not exact panel layouts.
- w. DC-AC de-rate and inverter configuration to be determined by the Vendor to produce the best system value.
- x. Work hours: All pricing should be based on standard work hours of Monday – Friday 6:00 AM to 7:00 PM.

All structures constructed as a part of the project must comply with all applicable permitting, regulatory, and safety agencies, including but not limited to DSA, municipalities, fire departments, utility, etc. All applicable building codes must be strictly adhered to and complied with. Vendors must warrant and maintain the full structural integrity of the PV system.

PV systems built in parking lots or near roadways must not obstruct or hinder school parking or traffic and must allow for appropriate clearance for all vehicles including buses, delivery vehicles, etc.

***C. Includes and Assumptions for Solar PV Power Purchase Agreement (PPA) Scenario ONLY:***

- a. Term: 20 years
- b. Annual PPA % escalator: 0%
- c. Participant ownership of Renewable Energy Certificates (RECs)
- d. An annual production guarantee, with a reasonable degradation factor that matches the term of the offered PPA, must be included. Participants will not be required to purchase more than 110% of the estimated annual energy production.
- e. PPA must include purchase option(s) after year 6.
- f. Removal of the system and returning the site to its pre-installation condition (normal wear and tear excepted) at the end of the PPA term.

During the PPA ownership period, it will be the responsibility of Vendor to perform all site maintenance, including work required by equipment vendors to maintain warranties, recalibration of equipment, vegetation abatement, panel washing as needed to meet

performance guarantee targets, system monitoring and reporting, and the installation and maintenance of a revenue grade meters for billing purposes. Any damage to the systems resulting from vandalism/theft will be repaired in a timely fashion by Vendor.

***D. Includes and Assumptions for Purchase Scenario ONLY:***

Proposed purchase pricing includes comprehensive “turnkey” implementation of the proposed PV systems including design, engineering, materials, installation, interconnection, monitoring, and maintenance of solar photovoltaic systems. Proposed pricing should include the following:

- a. 10-year O/M contract
- b. 10-year 95% annual production guarantee less system degradation

***E. Excludes for Solar PV PPA AND Purchase Scenarios:***

- a. All costs associated with Utility distribution or service upgrades.
- b. Cost of parking area renovations (re-striping, resealing, repaving, traffic flow modifications, etc.)
- c. Removal/disposal of hazardous materials including asbestos.
- d. Habitat mitigation.
- e. Conditional use permits, special use permits, or environmental impact reports
- f. Roof replacement or repair.
- g. Required ADA upgrades.
- h. Structural upgrades to buildings.
- i. Network and/or data services upgrades.
- j. Installation of data wiring for monitoring kiosks or display screens.
- k. 3<sup>rd</sup> party inspector costs
- l. Tree or other vegetation removal
- m. Performance bond

**E. Fresno USD Projects**

Fresno Unified School District required a line item cost for each of the following project components and the incremental increase to the PPA rate associated with that line item cost:

- a. Minimum of 15' clearance on low side of all canopy structures in driveway or parking areas.
- b. Tree or other vegetation removal.
- c. Four EV charging stations per site.
- d. Reimburse FUSD for DSA inspector of record costs. Assume budgetary estimate of \$35,000 per site.
- e. Required ADA upgrades.



## F. Includes for Energy Storage Projects

Proposals for energy storage projects are required to include at minimum the following items/components:

1. Vendor is responsible for all costs associated with preparing and submitting SGIP applications.
2. Project engineering
  - a. Civil/Structural engineering
  - b. Electrical engineering
  - c. Mechanical engineering
  - d. Soils reports/engineering
3. Project permitting
  - a. Permitting fees
  - b. Utility interconnection process (upgrade costs on the Utility side of the meter should not be included in the Proposal base cost)
    - All appropriate safety signage, as required by the Utility
    - Adequately sized and visible disconnect switches at or near each point of common coupling
4. Safety plan
5. Materials
  - a. Battery or other energy storage technology
  - b. Inverters
  - c. Weatherproof outdoor enclosure/container.
  - d. Balance of System (BOS)
    - Disconnects/Breakers/Fuses
    - Conduits and conductors
    - Pull boxes and ground vaults
  - e. All other materials required to construct the system to comply with national, state, and local building requirements as well as industry standards.
6. Equipment/material procurement
7. Delivery, storage, and staging logistics
8. Site security
9. Facility construction
  - a. Civil (trenching and backfill, equipment pad preparation, etc.)
  - b. Structural/mechanical
  - c. Electrical
10. Interconnection process
  - a. Generation Interconnection Application; must submit to utility within 60 days of execution of Project Agreement.
  - b. Self-Generation Incentive Program (SGIP) application and documentation process
  - c. Initial and supplemental review process management
  - d. System coordination studies (if deemed necessary)
  - e. System protection engineering
  - f. Utility inspection
11. Facility testing
12. Facility commissioning

- a. Inverters
  - b. Monitoring configuration, startup, and training of Participant personnel
  - c. Switchgear (if required)
13. Facility design documentation package and as-built drawings
- a. QA/QC documentation
  - b. As built documentation
    - Inverters – quantity, make, model, and spec sheet
    - Enclosure description and documentation
      - Design drawings
      - Paint/finish
  - c. Switchgear/subpanel (if upgrades or additions are required) – manufacturer, ratings, general spec.
  - d. AC and DC cable specifications
  - e. As-built DC single line diagram with conductor specification
  - f. As-built AC single line diagram with conductor specification
  - g. As-built site plan
    - Balance of system (BOS) layout detail and identification
    - Inverter locations and mounting specifications
    - Trenching specification (depth, bedding material spec, conduit spec., etc.)
14. Monitoring equipment/system
- a. System charge/discharge monitoring
  - b. 15-minute interval (or better) data granularity
15. Security measures
16. Operations and maintenance for the term of the contract

### **G. Assumptions for Energy Storage Projects**

- a. SPURR's fees, as described above, must be included in all proposed pricing.
- b. Assume SGIP funding of \$0.22/Watt-hour. Vendor must provide a clear and detailed explanation of how changes to proposed pricing will be calculated based on increased/decreased SGIP funding.
- c. Prevailing wage rates will apply.
- d. Unless otherwise stated, all systems will interconnect into a 277/480VAC 3-Phase service.
- e. Electric services are adequately sized and have available space to connect energy storage project.
- f. All non-trenched wiring will be made in accessible crawlspaces, attics, or mounted in secure weather tight conduit on racking structures.
- g. Painted portions of structures will be primed with rust inhibitive primer and then painted with 2 coats of paint or powder coated.
- h. All costs associated with system upgrades necessary to avoid power quality issues will be the responsibility of the Selected Vendor.
- i. Security measures will be required to limit the potential for theft and vandalism during and after construction of the systems.

- j. Work hours: All pricing should be based on standard work hours of Monday – Friday 6:00 AM to 7:00 PM.
- k. Removal of the system at the end of the term.

All structures constructed as a part of the project must comply with all applicable permitting, regulatory, and safety agencies, including but not limited to DSA, municipalities, fire departments, utility, etc. All applicable building codes must be strictly adhered to and complied with. Vendors must warrant and maintain the full structural integrity of the system.

During the entire project life it will be the responsibility of the Selected Vendor to perform all site maintenance, including work required by equipment vendors to maintain warranties, recalibration of equipment, system monitoring and reporting, and the installation and maintenance of a revenue grade meters for billing purposes. Any damage to the systems resulting from vandalism/theft will be repaired in a timely fashion by the Selected Vendor.

#### **H. Excludes for Energy Storage Projects**

The following items shall not be included in the base pricing offered by Vendors. All base pricing cost adjustments presented to Participants will be subject to SPURR's review and must comply with a cost adjustment formula to be negotiated with Selected Vendor.

- a. All costs associated with Utility distribution or service upgrades.
- b. Removal/disposal of existing hazardous materials including asbestos.
- c. Habitat mitigation.
- d. Conditional use permits, special use permits, or CEQA-related work.
- e. Required ADA upgrades.
- f. Network and/or data services upgrades.
- g. Installation of data wiring for monitoring kiosks or display screens.
- h. 3rd party inspector costs

Vendor is required to include a comprehensive list of additional relevant “excludes” that are not reflected in the Proposal and pricing.

## APPENDIX D – REAP PROJECT AGREEMENTS

**Exhibit A**  
**of General Conditions**

[PURCHASER'S LETTERHEAD]

[Landlord's Address]

Attn: Authorized Representative

Re: Proposed Energy System Installation at [Address of Premises]

Lease dated [ ] between [PURCHASER] and [LANDLORD] (the "Lease")

Dear Authorized Representative:

As has been discussed with you, [PURCHASER] ("Purchaser") and [Forefront Power], LLC and an affiliate of Forefront Power, LLC ("ForeFront Power") have entered into an Energy Services Agreement, pursuant to which ForeFront Power will install, finance, operate, and maintain a [solar photovoltaic] [battery storage] system at the above-referenced premises which [PURCHASER] leases from you pursuant to the Lease. By signing below and returning this letter to us, you confirm that:

1. The [solar photovoltaic] [battery storage] system and the renewable energy (including environmental credits and related attributes) produced by the system are personal property, and shall not be considered the property (personal or otherwise) of [LANDLORD] upon installation of the system at the premises. Landlord consents to the filing by ForeFront Power of a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction of the Premises.
2. ForeFront Power or its designee (including finance ForeFront Powers) shall have the right without cost to access the premises in order to install, operate, inspect, maintain, and remove the [solar photovoltaic] [battery storage] system. [LANDLORD] will not charge Purchaser or ForeFront Power any rent for such right to access the premises.
3. [LANDLORD] has been advised that the finance ForeFront Powers for the [solar photovoltaic] [battery storage] system have a first priority perfected security interest in the system. ForeFront Power and the finance ForeFront Powers for the [solar photovoltaic] [battery storage] system (including any system lessor or other lender) are intended beneficiaries of [LANDLORD]'s agreements in this letter.
4. [LANDLORD] will not take any action inconsistent with the foregoing.

We thank you for your consideration of this opportunity and we look forward to working with you in our environmental campaign to increase the utilization of clean, renewal energy resources.

Very truly yours,

[PURCHASER]

By: \_\_\_\_\_

Name:

Title: Authorized Representative

Acknowledged and agreed by:

[LANDLORD]

By: \_\_\_\_\_

Name:

Title: Authorized Representative

**Exhibit B**  
**of General Conditions**

**Certain Agreements for the Benefit of the Financing Parties**

Purchaser acknowledges that ForeFront Power will be receiving financing accommodations from one or more Financing Parties and that ForeFront Power may sell or assign the System or this Agreement and/or may secure ForeFront Power's obligations by, among other collateral, a pledge or collateral assignment of this Agreement and a first security interest in the System. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any such Financing Party, Purchaser agrees as follows:

(a) **Consent to Collateral Assignment.** Purchaser consents to either the assignment, sale or conveyance to a Financing Party or the collateral assignment by ForeFront Power to a Financing Party, of ForeFront Power's right, title and interest in and to this Agreement.

(b) **Notices of Default.** Purchaser will deliver to the Financing Party, concurrently with delivery thereof to ForeFront Power, a copy of each notice of default given by Purchaser under the Agreement, inclusive of a reasonable description of ForeFront Power default. No such notice will be effective absent delivery to the Financing Party. Purchaser will not mutually agree with ForeFront Power to cancel, modify or terminate the Agreement without the written consent of the Financing Party.

(c) **Rights Upon Event of Default.** Notwithstanding any contrary term of this Agreement:

i. The Financing Party, shall be entitled to exercise, in the place and stead of ForeFront Power, any and all rights and remedies of ForeFront Power under this Agreement in accordance with the terms of this Agreement and only in the event of ForeFront Power's or Purchaser's default. The Financing Party shall also be entitled to exercise all rights and remedies of secured parties generally with respect to this Agreement and the System.

ii. The Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of ForeFront Power thereunder or cause to be cured any default of ForeFront Power thereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Financing Party to cure any default of ForeFront Power under this Agreement or (unless the Financing Party has succeeded to ForeFront Power's interests under this Agreement) to perform any act, duty or obligation of ForeFront Power under this Agreement, but Purchaser hereby gives it the option to do so.

iii. Upon the exercise of remedies under its security interest in the System, including any sale thereof by the Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from ForeFront Power to the Financing Party (or any assignee of the Financing Party) in lieu thereof, the Financing Party shall give notice to Purchaser of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement.

iv. Upon any default not reasonably susceptible to cure by a Finance Party, including, without limitation, rejection or other termination of this Agreement pursuant to any process undertaken with respect to ForeFront Power under the United States Bankruptcy Code, at the request of the Financing Party made within ninety (90) days of such default, Purchaser shall enter into a new agreement with the Financing Party or its designee having the same terms and conditions as this Agreement.

(d) **Right to Cure.**

i. Purchaser will not exercise any right to terminate or suspend this Agreement unless it shall have given the Financing Party prior written notice by sending notice to the Financing Party (at the address provided by ForeFront Power) of its intent to terminate or suspend this Agreement, specifying the condition giving rise to such right, and the Financing Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement. The Parties agree that the cure rights described herein are in addition to and apply and commence following the expiration of any notice and cure period applicable to ForeFront Power. The Parties respective obligations will otherwise remain in effect during any cure period; *provided*, if such ForeFront Power default reasonably cannot be cured by the Financing Party within such period and the Financing Party commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed additional ninety (90) days.

ii. If the Financing Party (including any purchaser or transferee), pursuant to an exercise of remedies by the Financing Party, shall acquire title to or control of ForeFront Power's assets and shall, within the time periods described in Sub-section (c)(i). above, cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such person or entity shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect



**Exhibit C**  
**of General Conditions**

**Requirements Applicable To The Installation Work**

Section B.1 **Prohibition Against Use of Tobacco.** All properties and facilities owned, leased or operated by the Purchaser are tobacco-free work places. No person on, at or in any Purchaser-controlled property or facility, including, without limitation, the Premises, may smoke, chew or otherwise use tobacco products. ForeFront Power shall be responsible for: (i) informing any and all persons present on or at the Premises on account of the Installation Work about the Purchaser's tobacco-free policy; and (ii) strictly enforcing such policy with respect to the Premises. The Purchaser, ForeFront Power, and each Subcontractor shall require that any person present on or at the Premises on account of the Installation Work who violates such policy must permanently leave the Premises, and shall prohibit such person from thereafter being present or performing any of the Installation Work on or at the Premises.

Section B.2 **Prohibition Against Use of Drugs.**

(a) **Purchaser Drug-Free Policy.** All properties and facilities owned, leased or operated by the Purchaser are drug-free work places. No person on, at or in any Purchaser-controlled property or facility, including, without limitation, the Premises, may: (i) engage in the unlawful manufacture, dispensation, possession or use, including being under the influence, of any controlled substance, (ii) possess or use any alcoholic beverage, or (iii) use any substance which may cause significant impairment of normal abilities. ForeFront Power shall be responsible for: (i) informing any and all persons present on or at the Premises on account of the Installation Work about the Purchaser's drug-free policy; and (ii) strictly enforcing such policy with respect to the Premises. The Purchaser, ForeFront Power, and each Subcontractor shall require that any person present on or at the Premises on account of the Installation Work who violates such policy must permanently leave the Premises, and shall prohibit such person from thereafter being present or performing any of the Installation Work on or at the Premises.

(b) **Drug-Free Workplace Certification.** ForeFront Power is hereby made subject to the requirements of Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990.

Section B.3 **Compliance with Labor Requirements.** The Installation Work is a "public works" project as defined in Section 1720 of the California Labor Code ("Labor Code") and made applicable pursuant to Section 1720.6 of the Labor Code. Therefore, the Installation Work is subject to applicable provisions of Part 7, Chapter 1, of the Labor Code and Title 8 of the California Code of Regulations, Section 16000 et seq. (collectively, "Labor Law"). ForeFront Power acknowledges that, as provided by Senate Bill 854 (Stats. 2014, Ch. 28), the Project is subject to labor compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR").

Section B.4 **Compliance with Labor Code Requirements.** ForeFront Power must be, and shall be deemed and construed to be, aware of and understand the requirements of the Labor Law that require the payment of prevailing wage rates and the performance of other requirements on public works projects. ForeFront Power, at no additional cost to the Purchaser, must: (i) comply with any and all applicable Labor Law requirements, including, without limitation, requirements for payment of prevailing wage rates, inspection and submittal (electronically, as required) of payroll records, interview(s) of workers, et cetera; (ii) ensure that its Subcontractors are aware of and comply with the Labor Law requirements; (iii) in connection with Labor Law compliance matters, cooperate with the DIR, the Purchaser and other entities with competent jurisdiction; and (iv) post all job-site notices required by law in connection with the Installation Work, including, without limitation, postings required by DIR regulations. A Subcontractor that has been debarred in accordance with the Labor Code, including, without limitation, pursuant to Sections 1777.1 or 1777.7, is not eligible to bid on, perform, or contract to perform any portion of the Installation Work. Wage rates for the Installation Work shall be in accordance with the general prevailing rates of per-diem wages determined by the Director of Industrial Relations pursuant to Labor Code Section 1770. The following Labor Code sections are by this reference incorporated into and are a fully operative part of the Contract, and ForeFront Power shall be responsible for compliance therewith:

- (a) Section 1735: Anti-Discrimination Requirements;
- (b) Section 1775: Penalty for Prevailing Wage Rate Violations;
- (c) Section 1776: Payroll Records;
- (d) Sections 1777.5, 1777.6 and 1777.7: Apprenticeship Requirements;
- (e) Sections 1810 through 1812: Working Hour Restrictions;
- (f) Sections 1813 and 1814: Penalty for Failure to Pay Overtime; and
- (g) Section 1815: Overtime Pay.

Section B.5 Requirements for Payroll Records. ForeFront Power must comply with all applicable provisions of Labor Code Sections 1776 and 1812, which relate to preparing and maintaining accurate payroll records, and making such payroll records available for review and copying by the Purchaser, the DIR Division of Labor Standards Enforcement, and the DIR Division of Apprenticeship Standards. The payroll records must be certified and made available as required by Labor Code Section 1776.

Section B.6 Contractor Registration. On and after March 1, 2015, no contractor may bid on a public works project unless the contractor is, and no subcontractor may be listed in any bid for a public works project unless the subcontractor is, currently registered with the DIR and qualified to perform public work pursuant to Labor Code Section 1725.5. On and after April 1, 2015, no contractor or subcontractor may be awarded a contract for work on a public works project, or may perform any work on a public works project, unless the contractor or subcontractor is currently registered with the DIR and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1725.5 for an unregistered contractor to submit a bid authorized by Business and Professions Code Section 7029.1 or Public Contract Code Section 20103.5, if the contractor is registered at the time the contract is awarded.

Section B.7 Permits and Licenses. Without limiting anything set forth in Section B.7 of this Exhibit C, ForeFront Power, its Subcontractors, and all of their respective employees and agents: (i) shall secure and maintain in force at all times during the performance of the Installation Work such licenses and permits as are required by law; and (ii) shall comply with all federal and State, and County laws and regulations, and other governmental requirements applicable to the System or the Installation Work. ForeFront Power or its subcontractors shall obtain and pay for all permits and licenses required for the performance of, or necessary in connection with, the Installation Work, and shall give all necessary notices and deliver all necessary certificates to the Purchaser, and shall pay all royalties and license fees arising from the use of any material, machine, method or process used in performing the Installation Work. ForeFront Power shall be solely responsible for all charges, assessments and fees payable in connection with any such licenses, permits, materials, machines, methods, and processes.

Section B.8 Protection of Minor-Aged Students. ForeFront Power, in conformance with Education Code Section 45125.1, shall require and be responsible for ensuring compliance by each and every person who will be on or at the Premises in connection with the construction, maintenance, operation or other purposes related to the System with all California Department of Justice guidelines and requirements relating to fingerprinting and criminal-history background checks, regardless of whether Section 45125.1 otherwise by its terms would apply to any such activities. In the event Education Code Section 45125.1 is repealed or superseded, ForeFront Power, following receipt of written notice from the Purchaser, shall comply with such successor or other requirements as determined by the Purchaser in its reasonable discretion. The Purchaser, in its discretion, may exempt in writing any person(s) from the foregoing requirements if ForeFront Power makes alternative arrangements for supervision of such person(s) that are acceptable to the Purchaser in its sole discretion.

**ENERGY SERVICES AGREEMENT – SOLAR**

This Energy Services Agreement (“Agreement”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 201\_\_ (or, if later, the latest date of a Party’s execution and delivery to the other Party of this Agreement, the “Effective Date”), between [ForeFront Power], LLC, a Delaware limited liability company] (“ForeFront Power”), and [INSERT LEGAL NAME, ENTITY TYPE AND STATE OF FORMATION] (“Purchaser”; and, together with ForeFront Power, each, a “Party” and together, the “Parties”).

**RECITALS**

- A. Purchaser desires that ForeFront Power install and operate a solar photovoltaic system at the Premises (as hereafter defined) for the purpose of providing Energy Services (as hereafter defined), and ForeFront Power is willing to do the same;
- B. ForeFront Power and Purchaser acknowledged those certain General Terms and Conditions of Energy Services Agreement between Forefront Power, LLC and Purchaser dated as of \_\_\_\_\_, 201\_\_ (“General Conditions”), which are incorporated by reference as set forth herein; and
- C. The terms and conditions of this Energy Services Agreement, excluding the General Conditions incorporated herein, constitute the “Special Conditions” referred to in the General Conditions.

In consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. Incorporation of General Conditions. The General Conditions are incorporated herein as if set forth in their entirety.
- 2. Initial Term. The Initial Term of the Agreement shall commence on the Effective Date and shall continue for Twenty (20) years from the Commercial Operation Date (as defined in the General Conditions), unless and until extended or terminated earlier pursuant to the provisions of the Agreement. After the Initial Term, the Agreement may be renewed for an additional five (5) year term (a “Renewal Term”). At least one hundred and eighty (180) days, but no more than three hundred and sixty five (365) days, prior to the expiration of the Initial Term, ForeFront Power shall give written notice to Purchaser of the availability of the Renewal Term. Purchaser shall have sixty (60) days to agree to continuation of the Agreement for the Renewal Term. Absent agreement to the Renewal Term this Agreement shall expire on the Expiration Date. The Initial Term and the subsequent Renewal Term, if any, are referred to collectively as the “Term”.  
*{FP Note: If System is paired with an energy storage System, ensure alignment of commencement of Term in the Energy Storage Special Conditions.}*
- 3. Schedules. The following Schedules hereto are hereby incorporated into this Agreement:

Schedule 1	Description of the Premises, System and Scope of Work
Schedule 2	Energy Services Payment
Schedule 3	Early Termination Fee
Schedule 4	Estimated Annual Production
Schedule 5	Notice Information
Schedule 6	Site-Specific Information and Requirements

- 4. Privacy. Purchaser acknowledges that the System may collect certain information about Purchaser’s electricity usage and the System performance. Such information may be stored and processed in the United

States or any other country in which ForeFront Power or its third-party service ForeFront Powers, or its or their respective affiliates, subsidiaries, or service ForeFront Powers, maintain facilities. Purchaser consents to any such transfer of information outside of Purchaser's country.

5. Milestone Dates.

5.1 The Construction Start Date is 210 days from Effective Date.

5.2 The Guaranteed Commercial Operation Date is 180 days from Construction Start Date.

6. Purchase Requirement; Energy Services Payment. Purchaser agrees to purchase one hundred percent (100%) of the Energy Services generated by the System and made available by ForeFront Power to Purchaser during each relevant month of the Term, up to a maximum of one hundred and ten percent (110%) of Estimated Annual Production, as defined in Schedule 4. While the Energy Services are calculated and billed on a per kWh basis as set forth in Schedule 2 of these Special Conditions, they represent a package of services and benefits.

7. Estimated Annual Production. The annual estimate of electricity generated by the system for each year of the initial term is set as forth in Schedule 4 of the Special Conditions ("Estimated Annual Production"). Within 60 days of each annual anniversary of the Commercial Operation Date, ForeFront Power will provide a statement to Purchaser that shows the actual annual kWh production from the System for the Term Year, the Estimated Annual Production, and the Minimum Guaranteed Output (defined below).

8. Minimum Guaranteed Output. If the System fails to generate at least ninety-five percent (95%) of the Estimated Annual Production for a full Term Year (such amount, the "Minimum Guaranteed Output"), other than as a result of the acts or omissions of Purchaser or the Local Electric Utility (including a Disruption Period), or an Event of Force Majeure, ForeFront Power shall credit Purchaser an amount equal to Purchaser's Lost Savings on the next invoice or invoices during the following Term Year. The formula for calculating Lost Savings for the applicable Term Year is as follows:

$$\text{Lost Savings} = (\text{MGO} * \text{WPR} - \text{AE}) \times \text{RV}$$

MGO = Minimum Guaranteed Output, as measured in total kWh, for the System for the applicable Term Year.

WPR = Weather Performance Ratio, measured as the ratio of the actual insolation over typical (pro-forma) insolation. Such Weather Performance Ratio shall only apply if the ratio is less than 1.00.

AE = Actual Electricity, as measured in total kWh, delivered by the System for the Term Year plus the estimated lost energy production during a Disruption Period.

$$\text{RV} = (\text{ATP} - \text{kWh Rate})$$

ATP = Average tariff price, measured in \$/kWh, for the Term Year paid by Purchaser with respect to the Premises. This price is determined by dividing the total cost for delivered electricity, including all charges associated with such electricity howsoever named, including, without limitation, charges for distribution, transmission, demand, and systems benefits, paid to the Local Electric Utility during the applicable Term Year by the total amount of delivered electricity by the electric utility during such Term Year.

kWh Rate = the kWh Rate in effect for the applicable Term Year(s), measured in \$/kWh.

If the RV is zero or less, then no Lost Savings payment is due to Purchaser. Any Lost Savings payment shall occur no later than sixty (60) days after the end of the Term Year during which such Lost Savings occurred.

- 9. Allowed Disruption Time. Notwithstanding the provisions in Section 4.3 of the General Conditions to the contrary, during years 4 through 20 (but not years 1 through 3) of the Term, Purchaser shall be afforded a one-time allocation of fifteen (15) days which may be used consecutively or in separate periods of at least twenty-four (24) hours each (“Allowed Disruption Time”) during which the System shall be rendered non-operational. Purchaser shall not be obligated to make payments to Provider for electricity not received during the Allowed Disruption Time, nor shall Purchaser be required to reimburse Provider for any other lost revenue during the Allowed Disruption Time, including any lost revenue associated with any reduced sales of Environmental Attributes, and Provider shall be credited for the estimated lost production the System would have produced during such Allowed Disruption Time toward satisfaction of its Minimum Guaranteed Output, as set forth in Section 8 of the Special Conditions, such estimated lost production to be calculated in the same manner as set forth in Section 4.3 of the General Conditions.
- 10. Sunlight Easements. Purchaser will take all reasonable actions as necessary to prevent other buildings, structures or flora from overshadowing or otherwise blocking access of sunlight to the System.
- 11. Use of System. Purchaser will not use electrical energy generated by the System for the purposes of heating a swimming pool within the meaning of Section 48 of the Internal Revenue Code.

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, ForeFront Power and Purchaser have executed this Agreement as of the Effective Date.

***[INSERT FOREFRONT POWER LEGAL NAME]***

***[INSERT PURCHASER LEGAL NAME]***

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULES**

**I. Schedule 1 – Description of the Premises, System and Subsidy**

<b><u>A. Premises</u></b>	[Physical Address: _____] [APN Number: _____]
<b>Site diagram attached:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b><u>B. Description of Solar System</u></b>	[Grid-interconnected or any other general descriptors]
<b>Solar System Size:</b>	[ ] kW (DC) (this is an estimate (and not a guarantee) of the System size; ForeFront Power may update the System Size prior to the Commercial Operation Date.)
<b><u>C. Anticipated Subsidy or Rebate</u></b>	[\$ ]

**II. Schedule 2 – Energy Services Payment**

Purchaser shall pay to ForeFront Power a monthly payment (the “Energy Services Payment”) for the Energy Services provided by the System during each calendar month of the Term equal to the product of (x) Actual Monthly Production for the System for the relevant month multiplied by (y) the kWh Rate.

The “Actual Monthly Production” means the amount of energy recorded by ForeFront Power’s metering equipment during each calendar month of the Term.

The kWh Rate with respect to the System under the Agreement shall be in accordance with the following schedule:

<b>Term Year</b>	<b>kWh Rate[*] (\$/kWh)</b>	<b>Term Year</b>	<b>\$/kWh Rate[*] (\$/kWh)</b>
1		11	
2		12	
3		13	
4		14	
5		15	
6		16	
7		17	
8		18	
9		19	
10		20	

[\*Calculated based on the year 1 kWh Rate multiplied by [X%] inflation factor each year.]

If distribution upgrades are required by the Local Electric Utility, within 30 days of receipt of notice from the Local Electric Utility of the distribution upgrade costs, Purchaser will provide written notice to Provider of Purchaser’s election of one of the following options:

1. For every [\$] per watt DC of such distribution upgrade costs, the kWh rate in Table 1 will increase [\$] per kWh, with a maximum kWh rate increase of [\$] per kWh.
2. Purchaser will pay the entire amount of such distribution upgrade costs, and the kWh rate as stated in Table 1 will remain unchanged. Purchaser shall make payments directly to the Local Electric Utility in accordance with the requirements of the Local Electric Utility.

**III. Schedule 3 – Early Termination Fee**

The Early Termination Fee with respect to the System under the Agreement shall be calculated in accordance with the following:

<b>Early Termination Occurs in Year:</b>	<b>Column 1 Early Termination Fee where Purchaser does <u>not</u> take Title to the System (\$/Wdc including costs of removal)</b>	<b>Purchase Date Occurs on the 91<sup>st</sup> day following: (Each “Anniversary” below shall refer to the anniversary of the Commercial Operation Date)</b>	<b>Column 2 Early Termination Fee where Purchaser takes Title to the System (\$/Wdc, does <u>not</u> include costs of removal)</b>
1*			--
2			--
3			--
4			--
5			--
6		5 <sup>th</sup> Anniversary	
7		6 <sup>th</sup> Anniversary	
8		7 <sup>th</sup> Anniversary	
9		8 <sup>th</sup> Anniversary	
10		9 <sup>th</sup> Anniversary	
11		10 <sup>th</sup> Anniversary	
12		11 <sup>th</sup> Anniversary	
13		12 <sup>th</sup> Anniversary	
14		13 <sup>th</sup> Anniversary	
15		14 <sup>th</sup> Anniversary	
16		15 <sup>th</sup> Anniversary	
17		16 <sup>th</sup> Anniversary	
18		17 <sup>th</sup> Anniversary	
19		18 <sup>th</sup> Anniversary	
20		19 <sup>th</sup> Anniversary	

At Expiration (the end of the Initial Term), the amount in Column 1 shall be deemed to be zero (0).

\*Includes Early Termination prior to the Commercial Operation Date.

**IV. Schedule 4 – Estimated Annual Production**

Estimated Annual Production commencing on the Commercial Operation Date with respect to System under the Agreement shall be as follows:

<b>Term Year</b>	<b>Estimated Production (kWh)</b>	<b>Term Year</b>	<b>Estimated Production (kWh)</b>
1		11	
2		12	
3		13	
4		14	
5		15	
6		16	
7		17	
8		18	
9		19	
10		20	

The values set forth in the table above are estimates (and not guarantees), of approximately how many kWhs are expected to be generated annually by the System assuming the System size indicated in Schedule 1. ForeFront Power may deliver to Purchaser an updated table upon the Commercial Operation Date based on the actual System size.

**V. Schedule 5 – Notice Information**

**Purchaser:**

[ ]

**ForeFront Power:**

[ForeFront Power], LLC  
 Attn: Director, Energy Services  
 100 Montgomery St., Suite 1400  
 San Francisco, CA 94104

*With a copy to*

[ForeFront Power], LLC  
 Legal Department  
 100 Montgomery St., Suite 1400  
 San Francisco, CA 94104  
 Email: FPLegal@forefrontpower.com

**Financing Party:**

[To be provided by ForeFront Power when known]

**VI. Schedule 6 – Site Specific Information and Requirements**

In accordance with Section 7.2(f) of the General Conditions, the following information references any known restrictions on the use of the Premises for the construction, ownership, use and operation of the System,



**CONFIDENTIAL AND PROPRIETARY**

including any land use restrictions, known underground structures or equipment, or limitations arising under permits or applicable law, as well as any additional Environmental Documents, reports or studies in the possession or control of the Purchaser, which shall each have been delivered to ForeFront Power as of the Effective Date:

<b>Type of Information</b>	<b>Information Delivered to ForeFront Power as of the Effective Date</b>
Phase I environmental site assessment	[Insert applicable details, or mark “Not Applicable”]
Reports on site sampling (soil or groundwater)	[Insert applicable details, or mark “Not Applicable”]
Land use restrictions imposed by governmental authorities	[Insert applicable details, or mark “Not Applicable”]
Lease restrictions on proposed solar installation	[Insert applicable details, or mark “Not Applicable”]
Cleanup plan, corrective action plan or permits applicable to Premises	[Insert applicable details, or mark “Not Applicable”]
Open spill reports or unresolved release reports	[Insert applicable details, or mark “Not Applicable”]
Known underground storage tanks, foundations, utilities	[Insert applicable details, or mark “Not Applicable”]
Utility easements or public rights of way	[Insert applicable details, or mark “Not Applicable”]
Completed closure or “cap” on buried waste or other materials	[Insert applicable details, or mark “Not Applicable”]
Systems in place for extracting and collecting methane, groundwater or leachate	[Insert applicable details, or mark “Not Applicable”]
Subject to the control of a trustee, group of entities or entities other than landlord and/or Purchaser	[Insert applicable details, or mark “Not Applicable”]

**ENERGY SERVICES AGREEMENT – ENERGY STORAGE**

This Energy Services Agreement (“Agreement”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 201\_\_ (or, if later, the latest date of a Party’s execution and delivery to the other Party of this Agreement, the “Effective Date”), between [ForeFront Power], LLC, a Delaware limited liability company] (“ForeFront Power”), and [INSERT LEGAL NAME, ENTITY TYPE AND STATE OF FORMATION] (“Purchaser”; and, together with ForeFront Power, each, a “Party” and together, the “Parties”).

RECITALS

- A. Purchaser desires that ForeFront Power install and operate an energy storage system at the Premises (as hereafter defined) for the purpose of providing Energy Services (as hereafter defined), and ForeFront Power is willing to do the same;
- B. ForeFront Power and Purchaser acknowledged those certain General Terms and Conditions of Energy Services Agreement between Forefront Power, LLC and Purchaser dated as of \_\_\_\_\_, 201\_\_ (“General Conditions”), which are incorporated by reference as set forth herein; and
- C. The terms and conditions of this Energy Services Agreement, excluding the General Conditions incorporated herein, constitute the “Special Conditions” referred to in the General Conditions.

In consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. Incorporation of General Conditions. The General Conditions are incorporated herein as if set forth in their entirety.
- 2. Initial Term. The Initial Term of the Agreement shall commence on the Effective Date and shall continue for ten (10) years from the first day of the Billing Period immediately following the Commercial Operation Date (as defined in the General Conditions), unless and until extended or terminated earlier pursuant to the provisions of the Agreement.  
*[FP Note: If System is paired with a solar System, ensure alignment of commencement of Term in Solar Special Conditions.]*
- 3. Schedules. The following Schedules hereto are hereby incorporated into this Agreement:

Schedule 1	Description of the Premises, System and Scope of Work
Schedule 2	Energy Service Payment
Schedule 3	Early Termination Fee
Schedule 4	Delivery of Energy Services and Performance Guarantee
Schedule 5	Notice Information
Schedule 6	Site-Specific Information and Requirements

- 4. Privacy. Purchaser acknowledges that the System may collect certain information about Purchaser’s electricity usage and the System performance. Such information may be stored and processed in the United States or any other country in which ForeFront Power or its third-party service ForeFront Powers, or its or their respective affiliates, subsidiaries, or service ForeFront Powers, maintain facilities. Purchaser consents to any such transfer of information outside of Purchaser’s country.

- 5. Milestone Dates.
  - 5.1 The Construction Start Date is *[date]*.
  - 5.2 The Guaranteed Commercial Operation Date is *[date]*.
- 6. Additional System Uses. Purchaser acknowledges and agrees that during the Term, ForeFront Power may, with Purchaser's consent, use the System to provide additional services to third parties including without limitation an electric utility and/or the electrical grid operator, provided that no such additional use shall in any way alter, reduce or eliminate ForeFront Power's obligations under this Agreement.

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, ForeFront Power and Purchaser have executed this Agreement as of the Effective Date.

**[FOREFRONT POWER], LLC**

***[INSERT LEGAL NAME]***

By: \_\_\_\_\_  
Name:  
Title:  
Date:

By: \_\_\_\_\_  
Name:  
Title:  
Date

**SCHEDULES**

**I. Schedule 1: Description of the Premises, System and Subsidy**

<b>A. <u>Premises</u></b>	[Physical Address: _____] [APN Number: _____]
<b>Site diagram attached:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>B. <u>Description of Energy Storage System</u></b>	“System” means the battery or other technology system and related components to be installed by ForeFront Power at the Premises.
<b>Energy Storage System Size:</b>	[ ] kW (AC / [ ] kWh DC) (this is an estimate (and not a guarantee) of the System size; ForeFront Power may update the System Size prior to the Commercial Operation Date.
<b>C. <u>Anticipated Subsidy or Rebate</u></b>	[\$ ] <i>{FP Note: e.g., anticipated SGIP incentive.}</i>

**II. Schedule 2 – Energy Services Payment**

Purchaser shall pay to ForeFront Power a monthly payment (the “Energy Services Payment”) for the Energy Services provided by the System during each calendar month of the Term equal to \_\_\_\_\_ dollars (\$[\_\_\_\_]) per month.

**III. Schedule 3 – Early Termination Fee**

The Early Termination Fee with respect to the System under the Agreement shall be calculated in accordance with the following:

<b>Early Termination Occurs in Year:</b>	<b>Column 1 Early Termination Fee where Purchaser does <u>not</u> take Title to the System (\$/Wac including costs of removal)</b>	<b>Purchase Date Occurs on the 1<sup>st</sup> day following: (Each “Anniversary” below shall refer to the anniversary of the Commercial Operation Date)</b>	<b>Column 2 Early Termination Fee where Purchaser takes Title to the System (\$/Wac, does <u>not</u> include costs of removal)</b>
1*			--
2			--
3			--
4			--
5			--
6			--
7			--
8		7 <sup>th</sup> Anniversary	--
9			--
10			--
		10 <sup>th</sup> Anniversary	\$0

At Expiration (the end of the Initial Term), the amount in Column 1 shall be deemed to be zero (0).

\*Includes Early Termination prior to the Commercial Operation Date.

#### IV. Schedule 4 – Delivery of Energy Services

##### 4.1 Energy Services; Guarantee

(a) ForeFront Power shall operate the System to reduce Purchaser's peak electric energy demand from the Local Public Utility (such reduction, the "Energy Services"). ForeFront Power shall provide Actual Annual Demand Reductions of at least [ ] kW AC over any Term Year (such amount, the "Minimum Guaranteed Demand Reduction").

(b) If ForeFront Power does not provide at least the Minimum Guaranteed Demand Reduction, ForeFront Power shall credit Purchaser an amount equal to Purchaser's Lost Savings on an invoice or invoices within ninety (90) days after the end of such period, up to the Lost Savings Cap. Upon ForeFront Power's payment of any Lost Savings, ForeFront Power shall be deemed to have met the Minimum Guaranteed Demand Reduction for each Term Year.

(c) The Parties acknowledge and agree that Purchaser's purchase under the Agreement does not include any right or title to seek any capacity payments that may be attributable to the System, and that all such rights are reserved and retained by ForeFront Power, subject to Applicable Law.

4.2 The Minimum Guaranteed Demand Reduction shall, for each Term Year, be reduced to the extent ForeFront Power's ability or cost to provide the Energy Services are adversely affected by any of the following:

(a) Any act or omission by Purchaser affects the System in any way that impairs its ability to safely store and discharge energy or ForeFront Power's ability to monitor or control the System.

(b) Theft, destruction or damage affects the System in any way that impairs its ability to safely store and discharge energy or ForeFront Power's ability to monitor or control the System, except to the extent caused by the manufacturer of the System or ForeFront Power.

(c) A Disruption Period occurs.

(d) A Purchaser Default, including ForeFront Power suspending the Energy Services as a result of a Purchaser Default.

(e) Purchaser fails to provide access to the Premises or the System as required by Section 7.2(d) of the General Conditions.

(f) A Force Majeure Event.

(g) Purchaser elects to have the Local Electric Utility apply a different tariff to the Premises that has an adverse impact on Provider's ability to reduce Purchaser's peak demand from the Local Electric Utility.

(h) \*[Any Material Deviation in the Purchaser's Load Profile at the Premises from the Base Year Load not resulting from the Energy Services or ForeFront Power's acts or omissions.]

On each invoice submitted by ForeFront Power to Purchaser, ForeFront Power shall, if applicable, include a statement of the amount by which the Minimum Guaranteed Demand Reduction will be reduced pursuant to this Section 4.2. If Purchaser does not dispute the amount of such reduction within thirty (30) days after its receipt of such invoice, Purchaser will be deemed to have accepted such reduction.

4.3 If there is a change in the Local Electric Utility Tariff applicable to the Premises that has a material impact on ForeFront Power's ability to provide the Energy Services or evaluate compliance with the performance guarantee in this Schedule IV, then upon written notice from ForeFront Power to Purchaser, the Parties shall negotiate in good faith to make the minimum changes to this Agreement necessary to preserve to the maximum extent possible the benefits, burdens and obligations set forth in this Agreement as of the Effective Date; *provided*, any change in the rates or other costs applicable to the Premises under the Local Electric Utility Tariff will not

constitute a change that will cause this Section 4.3 to be applicable. Notwithstanding the foregoing, ForeFront Power shall continue to provide the Energy Management Services, and Purchaser shall continue to make the Energy Services Payments, while the Parties negotiate the changes to the Agreement contemplated in this Section 4.3.

4.4 Additional Defined Terms.

*{FP Note: Many defined terms assume monthly billing by the Local Electric Utility. Verify that this is the case for the Premises.}*

“Actual Annual Demand Reduction” or “AADR” means the sum of all Actual Demand Reductions during each Term Year, calculated as follows:

$$AADR_{\text{Term Year}} = ADR_{\text{Billing Period 1}} + ADR_{\text{Billing Period 2}} \dots + ADR_{\text{Billing Period 24}}$$

“Actual Demand Reduction” or “ADR” means the sum of the Peak Demand Reductions occurring during Demand Periods for which a Demand Charge is charged, within a Billing Period, calculated as follows:

$$ADR_{\text{Billing Period}} = PDR_{\text{Demand Period 1}} + PDR_{\text{Demand Period 2}} \dots + PDR_{\text{Demand Period Final}}$$

“Base Year Load” means the electrical load of the Premises during the 12 months immediately preceding the Effective Date, as recorded by the Local Electric Utility meter(s).

“Billing Period(s)” means each of the consecutive time periods applicable to Purchaser during which the Utility assesses and bills demand charges for the Premises.

“Demand Charge” means a charge by the Local Electric Utility generally assessed for a given period based upon Purchaser’s maximum demand (on a per kW basis) occurring during such period, generally charged as a fixed rate calculated with reference to such maximum demand.

“Demand Period” means each period within a Billing Period for which a Demand Charge is or could be assessed by the Local Electric Utility. The Premises may have one or more Demand Periods per Billing Period, including, if applicable, Demand Periods referred to as “Peak”, “Part-Peak”, “Off-Peak”, “Non-Coincident”, or “On-Peak”.

“Guarantee Rate” or “GR” is \_\_\_\_\_ dollars (\$[\_\_\_\_]) per kW AC.

“Local Electric Utility Tariff” means the retail tariff pursuant to which the Local Electric Utility provides electric distribution and interconnection services to Purchaser at the Premises. As of the Effective Date, the Local Electric Utility Tariff applicable to the Premises is [\_\_\_\_\_].

“Lost Savings” means the dollar amount ForeFront Power will credit to Purchaser in accordance with the terms of this Agreement for any Term Year for which MGDR exceeds AADR, calculated as follows:

$$\text{“Lost Savings”} = (\text{MGDR} - \text{AADR}) \times \text{GR}$$

“Lost Savings Cap” means, for each individual Term Year, an amount equal to \_\_\_\_ dollars (\$\_\_\_\_\_).

[“Material Deviation in the Premises’ Load Profile” is determined as follows: Provider will calculate the Premise’s Peak Spreads on the Premise’s Billing Periods for the Base Year Load. Commencing on the Effective Date, Provider will calculate the Peak Spread on the Premise’s Billing Period for each twelve (12) month period during the term of this Agreement (each twelve (12) month period “Comparison Period”). Provider will compare the Peak Spread for each Billing Period in a Comparison Period to the Peak Spread of its corresponding Billing Period in the Base Load Year to calculate the decrease in Peak Spread for each of the twelve (12) Billing Periods, expressed as a percentage of the Peak Spread in the Base Load Year (“Peak Spread Decrease”). A Material Deviation in the Premises’ Load Profile has occurred if the average Peak Spread Decrease for any twelve (12) month Comparison Period is greater than ten percent (10%).]\*

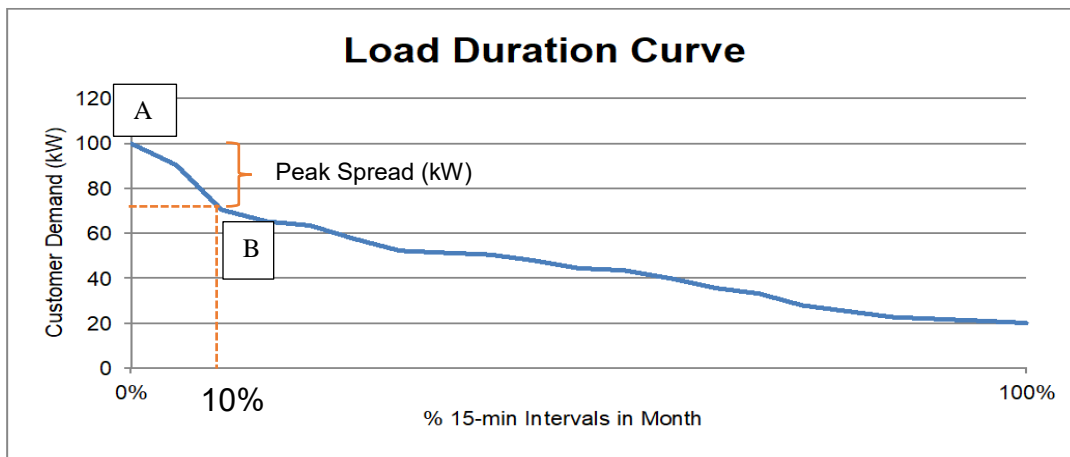
“Minimum Guaranteed Demand Reduction” or “MGDR” has the meaning set forth in Section 4.1(a) of this Schedule 4 as reduced from time to time by the Material Deviation in Purchaser’s Load Profile

“Peak Demand Level” or “PDL” means the maximum electricity service demand level (in kW AC) in a Demand Period for the Premises, as billed by the Local Electric Utility.

“Peak Demand Reduction” or “PDR” means the amount of the reduction in maximum electricity service demand level (in kW AC) in a Demand Period for the Premises, calculated as True Peak Load minus Peak Demand Level.

\*[“Peak Spread” means the kW (or Purchaser Demand) change between a Premise’s maximum load as compared to ten percent (10%) of 15-minute interval demand readings (visualized on the horizontal axis below). Peak Spreads are measured during each of the twelve (12) annual Billing Periods and are utilized in calculating a Material Deviation in the Purchaser’s Load Profile. Over one Billing Period, let

- A = Premise’s maximum load
- B = The point on the Premise’s Load Duration Curve, in kW, that corresponds to 10% of the 15-minute interval demand readings (visualized on the horizontal axis below).
- For this utility bill period, the Peak Spread = A – B.]



“True Peak Load” means the maximum electricity service demand level in a Demand Period for the Premises, which demand may be supplied by the Storage System, the Local Electric Utility, on-site electricity generation (if any), or other distributed energy resource. The True Peak Load is calculated as the highest combined total of the electricity sources concurrently providing electric energy to the Premises during a *[settlement interval used by the Local Electric Utility to calculate Peak Demand Level]*.

*\*[FP Note: These provisions are subject to confirmation of System manufacturer calculation methodology at the time the Special Conditions are negotiated with Purchaser.]*

**V. Schedule 5 – Notice Information**

**Purchaser:**

[            ]

**ForeFront Power:**

[ForeFront Power], LLC  
Attn: Director, Energy Services

100 Montgomery St., Suite 1400  
San Francisco, CA 94104

*With a copy to*

[ForeFront Power], LLC  
Legal Department  
100 Montgomery St., Suite 1400  
San Francisco, CA 94104  
Email: FPLegal@forefrontpower.com

**Financing Party:**  
[To be provided by ForeFront Power when known]

**VI. Schedule 6 – Site Specific Information and Requirements**

In accordance with Section 7.2(f) of the General Conditions, the following information references any known restrictions on the use of the Premises for the construction, ownership, use and operation of the System, including any land use restrictions, known underground structures or equipment, or limitations arising under permits or applicable law, as well as any additional Environmental Documents, reports or studies in the possession or control of the Purchaser, which shall each have been delivered to ForeFront Power as of the Effective Date:

<b>Type of Information</b>	<b>Information Delivered to ForeFront Power as of the Effective Date</b>
Phase I environmental site assessment	[Insert applicable details, or mark “Not Applicable”]
Reports on site sampling (soil or groundwater)	[Insert applicable details, or mark “Not Applicable”]
Land use restrictions imposed by governmental authorities	[Insert applicable details, or mark “Not Applicable”]
Lease restrictions on proposed solar installation	[Insert applicable details, or mark “Not Applicable”]
Cleanup plan, corrective action plan or permits applicable to Premises	[Insert applicable details, or mark “Not Applicable”]
Open spill reports or unresolved release reports	[Insert applicable details, or mark “Not Applicable”]
Known underground storage tanks, foundations, utilities	[Insert applicable details, or mark “Not Applicable”]
Utility easements or public rights of way	[Insert applicable details, or mark “Not Applicable”]
Completed closure or “cap” on buried waste or other materials	[Insert applicable details, or mark “Not Applicable”]
Systems in place for extracting and collecting methane, groundwater or leachate	[Insert applicable details, or mark “Not Applicable”]
Subject to the control of a trustee, group of entities or entities other than landlord and/or Purchaser	[Insert applicable details, or mark “Not Applicable”]



**AMENDED AND RESTATED**  
**SPURR RENEWABLE ENERGY AGGREGATED PROCUREMENT (REAP) PROGRAM**  
**MASTER CONTRACT**

This AMENDED AND RESTATED SPURR REAP Master Contract (this “RMC”), is made effective as of September 15, 2019 (the “Effective Date”), by and between the School Project for Utility Rate Reduction, a California joint powers authority (“SPURR”) and ForeFront Power, LLC, a Delaware Limited Liability Company (“Vendor”). This RMC amends and restates that certain SPURR REAP Master Contract dated October 26, 2017, as amended on April 25, 2019 (as amended, the “Original Agreement”).

**BACKGROUND**

- A. SPURR is a “Joint Powers Authority” formed by California public school districts, county offices of education, and community college districts pursuant to the California Joint Exercise of Powers Act. SPURR, with over 240 member organizations, aggregates purchasing power and expertise for thousands of public agency facilities across California. SPURR programs include natural gas, electricity, LED lighting, utilities data management and conservation, telecommunications and networking, solar energy and energy storage, and demand response.
- B. Pursuant to SPURR’s Joint Powers Agreement and to SPURR Board of Directors Resolution No. 14-01, SPURR is duly authorized to create and operate one or more aggregated solar procurement programs, herein referred to collectively as the Renewable Energy Aggregated Procurement Program (the “REAP Program”).
- C. SPURR’s REAP Program is an innovative aggregated solar procurement program that leverages the collective purchasing power of SPURR’s large membership to secure transparent, pre-negotiated solar project pricing and terms to be made available to SPURR members and other Eligible Entities. “Eligible Entities” mean:
- California public school districts, county offices of education, and community college districts, whether they are members of SPURR or not.
  - Other public agencies or non-profit educational entities in California whose procurement rules (whether internal rules or statutory requirements), allow them to purchase goods or services through a procurement vehicle such as SPURR.
- D. On July 19, 2017, SPURR issued a REAP Program Request for Proposals (the “RFP”), seeking prospective vendor terms and conditions for solar and energy storage projects (“Projects”). The RFP specified that the pricing and terms of any award made pursuant to the RFP would be made available to Eligible Entities.
- E. The REAP Program and RFP is intended to benefit Eligible Entities by providing:
- A streamlined, transparent, and competitive procurement process for Projects.
  - The best available Project pricing, obtained by taking advantage of SPURR’s purchasing power and experience in competitive energy procurement.
  - Minimized administrative strain associated with Project procurement, including reduced time and expense dedicated to the procurement process.
  - Competitively procured, easily understood terms and conditions of service.
  - Access to firm Project pricing and terms, so that estimated Project returns on investment and other benefits and risks can be quickly and accurately assessed.

- F. Fresno Unified School District (“Fresno USD”), recognizing the benefits of participating in SPURR’s REAP Program, acted as a cooperating agency in the RFP process. Fresno USD worked with SPURR to develop the RFP scope of work, assisted with vendor site walks, participated in the scoring of proposals and the selection of Vendor, and signed a “Letter of Intent to Participate as Cooperating Agency” signifying their intent to utilize Vendor if they proceed with Projects in 2017 or 2018.
- G. Seven Eligible Entities provided commitments of support for the REAP Program RFP (“Letters of Support”), including Atascadero USD, Contra Costa Community College District, Franklin-McKinley School District, Paramount USD, San Francisco USD, San Mateo-Foster City School District, and State Center Community College District.
- H. SPURR invited qualified vendors to submit qualifications, pricing, terms, and designs for illustrative sample Projects and for eight Fresno USD Projects. SPURR advertised the RFP by publication and by distributing the RFP by email to more than seventy (70) prospective solar vendors, energy storage vendors, consultants, and suppliers.
- I. For each Project included in the RFP, SPURR provided a detailed list of Project includes, excludes, specifications, and assumptions. In response to questions submitted by interested vendors, SPURR issued one or more Addenda to the RFP.
- J. SPURR received eight (8) responses to the RFP. SPURR evaluated all responses which complied with the terms of the RFP, using best value criteria including but not limited to an evaluation of the quality of the submitted proposals, proposed pricing, system value, system design and features, relevant experience with similar projects, team member qualifications, financial viability, vendor’s ability to provide quality service to SPURR’s large membership, and feedback from references.
- K. SPURR used the following system in scoring RFP proposals:
  - Company Profile and Financial Strength: 15%
  - Company Background, Experience, and References: 20%
  - Project Design and Project Approach: 20%
  - Pricing and Proposed Terms: 45%
  - TOTAL: 100%
- L. SPURR selected Vendor for an award under the RFP. Additional information regarding Vendor is set forth in Appendix A to this RMC. The pricing and terms proposed by Vendor, as described in this RMC, will represent a transparent offer that Eligible Entities can adopt to meet their unique Project needs.
- M. The parties are entering into this RMC to evidence the terms and conditions of the award to Vendor.

### **AGREEMENT**

Now, therefore, for good and valuable consideration, the parties agree as follows.

#### **1. GRANT AND ACCEPTANCE OF AWARD**

SPURR awards this RMC to Vendor under the RFP at the prices and terms (the “Vendor Offer”) listed in Appendix B, which have been amended, restated, and improved. Vendor accepts such award, confirms Vendor’s acceptance of all terms and conditions of the RFP, and confirms its obligations to honor the representations or commitments made by Vendor in its response to the

RFP and subsequent amended, restated, and improved provisions (“Vendor’s RFP Response”). The terms and conditions of the RFP, and the representations and commitments of Vendor’s RFP Response are hereby incorporated by reference into this RMC.

The Vendor Offer, which was originally available for acceptance by Eligible Entities through December 31, 2019, is now available through December 31, 2020 (the “Vendor Offer Deadline”); provided, that SPURR and Vendor may mutually agree to extend the Vendor Offer Deadline for an additional period of up to two years.

The pricing and terms described in Vendor Offer are considered firm and may be adjusted only to the extent that Vendor can satisfactorily demonstrate to an Eligible Entity and to SPURR that a prospective Project differs significantly from the detailed list of Project inclusions, exclusions, assumptions, and specifications detailed in the RFP and listed in Appendix C.

The pricing and terms of the Vendor Offer have been improved and enhanced as of September 15, 2019 including reduced PPA Pricing and design/build pricing. The reduced pricing is applicable to any and all REAP Project Agreements executed by a Participant on or after September 15, 2019. The PPA pricing listed in Appendix B are based on an assumed decline in the federal Investment Tax Credit for solar power installations (the ITC) from its current level of 30% to 26%, effective January 1, 2020, pursuant to current law. If current law is revised to lessen the decrease in ITC applicable in calendar year 2020, then the parties will promptly negotiate in good faith regarding further PPA pricing reductions.

## **2. PROGRAM PARTICIPATION**

A “Participant” in the REAP Program is any Eligible Entity that uses or references the REAP Program as the basis for their selection of Vendor to implement one or more Projects.

A “REAP Project Agreement” means any power purchase agreement (“PPA”), design/build contract, lease, energy storage agreement, performance guarantee, or similar agreement, or any combination of such agreements, related to a Participant’s Project to be implemented by Vendor, including any amendment, revision, extension, or renewal of such agreements.

REAP Project Agreements may relate to Projects located at sites controlled by the Participant, or located at other sites (as in an “over the fence” agreement or a “community solar” arrangement), so long as Participant selects Vendor to implement the Project on their behalf.

Eligible Entities may authorize Vendor to perform feasibility studies, conduct site inspections, and provide binding offers for prospective Projects. Eligible Entities are not obligated to procure Projects with Vendor and are not responsible for any costs incurred by Vendor for conducting its feasibility study, site inspections, offer preparation or any other activity prior to execution of a REAP Project Agreement.

When presenting a Project proposal to an Eligible Entity, Vendor must describe and support in writing any deviations from the pricing and terms memorialized in this RMC. At the request of an Eligible Entity, SPURR will review Vendor’s offer for reasonable conformity with this RMC and will report the results of such review to the Eligible Entity. SPURR’s review will not constitute a legal review or a feasibility study.

If Provider proposes pricing to a Participant or prospective Participant that varies from the pricing memorialized in the RMC, then Provider shall deliver documentation justifying the price adjustment to SPURR by email at solar@spurr.org not more than five (5) business days after Provider’s final proposal to Participant or prospective Participant. Such documentation must include detail regarding any deviations from the assumptions, inclusions, and exclusions specified in the Vendor

Offer attached to the RMC, as well as the values to be used in the Distribution Upgrades, Scope Changes (ITC Eligible), and Scope Changes (Non-ITC Eligible) adjustment formulas.

Cost adjustment factor values used in any adjustment formulas will align with the following values, adjusted based on anticipated system yield. Assuming a system yield of 1650 kWh/kW-DC, (a) for ITC Eligible scope changes, for every \$0.01 per watt DC of such associated costs, the kWh rate in the PPA Rate Table will increase \$0.00045 per kWh, and (b) for Non-ITC Eligible scope changes, for every \$0.01 per watt DC of such associated costs, the kWh rate in the PPA Rate Table will increase \$0.0006 per kWh.

### **3. PROGRAM PROMOTION**

Vendor will use commercially reasonable efforts to conduct marketing, educational, and sales efforts to promote the REAP Program and Vendor Offer secured through the RFP and under this RMC ("Vendor Marketing"). Vendor will provide regular updates, at least weekly, to SPURR regarding Vendor Marketing, including a list of prospective Participants with contact information. Vendor shall provide a single point of contact with the authority and responsibility for the overall success of the SPURR REAP Program.

Vendor will take the lead in generating interest in the REAP Program, with SPURR in a supporting role, and will use the RMC as Vendor's preferred form of contracting with Eligible Entities. Vendor's sales force will be trained and engaged in the promotion of the REAP Program and the RMC for the duration of the contract term. Vendor will not encourage or induce an Eligible Entity to procure a Project outside of the REAP RFP Program.

SPURR will use commercially reasonable efforts to support Vendor Marketing. SPURR will promote the REAP Program through the creation of marketing materials, digital marketing campaigns, and active outreach to its constituents. SPURR will promptly provide electronic copies of REAP Program documentation to any Eligible Entity upon request.

SPURR will schedule periodic reviews to evaluate the Selected Vendor's performance of the commitments outlined in this RFP. If Selected Vendor reports "No Sales" for three (3) consecutive quarters, the Selected Vendor may be put on probationary status for one (1) additional quarter. If "No Sales" are reported during the probationary period, the Vendor Awarded contract will be subject to immediate termination by SPURR.

Each party to this RMC represents to the other party that it will conform to the highest industry professional standards in all marketing and implementation activities related to this RMC and the REAP Program.

### **4. USE AND LIMITATIONS OF REAP PROGRAM**

Each Eligible Entity will (a) determine for itself whether participation in the REAP Program and use of this RMC complies with their procurement rules, (b) determine for itself whether Vendor's offer suits their needs for a Project, (c) authorize, pursuant to California Government Code sections 4217.10-4217.18 or such other law or regulation as they determine is appropriate, the execution and delivery to Vendor of a REAP Project Agreement and any other documentation necessary or appropriate to complete a Project.

Nothing in the RFP or this RMC may be construed as SPURR's provision of legal, engineering, financial, or technical advice to Vendor, Eligible Entities, or Participants. Nothing in the RFP or this RMC may be construed as SPURR's recommendation to Vendor, Eligible Entities, or Participants regarding a specific Project's size, scope, delivery date, or suitability for the needs of an Eligible Entity or Participant.

SPURR will not provide warranties regarding Projects or performance by Vendor, will not represent Vendor in the resolution of disputes with Eligible Entities or Participants, and will not guarantee payment by Participants.

**5. ADMINISTRATIVE FEES**

Vendor acknowledges that they will benefit from the REAP Program by avoiding the time and expense required to go through competitive bidding processes with individual Eligible Entities, and by publicizing their status as the winner of a SPURR competitive procurement. These benefits will increase Vendor’s potential business opportunities and provide significant advantages in the marketplace. In consideration of these benefits, Vendor will pay administrative fees (“Administrative Fees”) to SPURR as described in the RFP and set forth in this RMC.

Vendor acknowledges and that Administrative Fees do not constitute additional fees over and above the pricing memorialized in this RMC. Vendor acknowledges that they are solely responsible for payment of Administrative Fees.

Administrative Fees will be due to SPURR (a) for each REAP Project Agreement signed between a Participant and Vendor, or any affiliate of Vendor, and, in addition (b) for each Notice to Proceed or other document authorizing commencement of construction (an “NTP”) under a REAP Project Agreement. For the avoidance of doubt, the Administrative Fee associated with issuance of NTP shall only be payable if NTP is actually issued for such Project. NTP means that Vendor has commenced construction on the Project. Within three (3) business days of construction commencement, Vendor will issue NTP documentation to SPURR verifying that construction has commenced and provide final Project size.

Administrative Fees will be calculated based on the following table:

	Execution of REAP Project Agreement by Participant	Issuance of NTP
Type of Project: Solar PV	\$0.0425 / Watt-DC	\$0.0425 / Watt-DC
Type of Project: Energy Storage	\$0.02125 / Watt-hour-DC	\$0.02125 / Watt-hour-DC

Project size will be based on the Project capacity described in the executed REAP Project Agreement or NTP.

Payment of Administrative Fees will be due within twenty (20) days of invoice by SPURR. Past due Administrative Fees will be subject to late fees and costs of collection. Late fees shall accrue at the rate of one and one half percent (1.5%) per month on all past due Administrative Fee balances until payment is received by SPURR. In addition, SPURR shall be entitled to recover from Vendor reasonable costs of collection, including reasonable attorney’s fees, for any past due Administrative Fees or for late fees.

**6. VENDOR OBLIGATION TO PROVIDE DOCUMENTATION**

Documentation and notifications sent pursuant to this section shall be emailed to solar@spurr.org.

Vendor will notify SPURR by email within five (5) business days after Vendor learns that any Eligible Entity intends to become a Participant.



Not later than five (5) business days after an Eligible Entity executes a REAP Project Agreement, Vendor shall email SPURR an executed copy of the REAP Project Agreement, in pdf format.

Not later than five (5) business days after an NTP is issued for any Project, Vendor shall email SPURR a copy of the NTP, in pdf format. NTPs must include the issuance or construction commencement date, Project capacity size in W-DC or Watt-hour-DC, location, and Participant name.

Vendor will promptly provide SPURR with other documentation directly related to implementation of a REAP Project Agreement as may be reasonably requested by SPURR, including utility interconnection studies and applications, utility incentive program studies and applications, and Project implementation schedules.

## **7. INDEMNIFICATION**

Vendor will indemnify, defend and hold harmless SPURR and any Participant contracting with Vendor under this RMC (“Indemnified Parties”) from any and all claims, demands, suits, proceedings, loss, cost and damages of every kind and description, including any attorney’s fees or litigation expenses, which might be brought against or incurred by Indemnified Parties on account of loss or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Vendor, its employees, agents, representatives, or subcontractors in connection with or incident to this RMC, or arising out of worker’s compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of Vendor, or its subcontractors or claims under similar laws or obligations. Vendor’s indemnification obligation will not extend to liability caused by the negligence of Indemnified Parties.

## **8. ATTORNEYS’ FEES**

If any action at law or in equity is brought to enforce or interpret the provisions of this RMC, the prevailing party will be entitled to reasonable attorneys’ fees, in addition to any other relief to which the party may be entitled.

## **9. SEVERABILITY**

If any provision of this RMC is held invalid or unenforceable by a court of competent jurisdiction, no other provision of this RMC will be affected by such holding, and all of the remaining provisions of this RMC will continue in full force and effect.

## **10. FORCE MAJEURE EVENTS**

A “Force Majeure Event” means any act or event that prevents the affected party to this RMC (the “Affected Party”) from timely performing its obligations under this RMC, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the Affected Party and the Affected Party has been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums); provided, that a Force Majeure Event shall not be based on the economic hardship of an Affected Party, or upon the termination or expiration of any contractual rights in favor of the Affected Party.

Except as otherwise provided in this RMC, the Affected Party shall not be considered in breach of the RMC or liable for its delay or failure to comply with the RMC for a period not to exceed ninety (90) days, and only to the extent that such delay or failure is directly attributable to a Force Majeure Event; provided, that the Affected Party shall, as soon as practicable after becoming aware of the circumstances constituting Force Majeure (i) notify the other party in writing of the existence of the Force Majeure Event, (ii) exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, (iii) notify the other party in writing of the cessation or termination of said

Force Majeure Event and (iv) resume performance of its obligations hereunder as soon as practicable thereafter.

Notwithstanding any other provision of this RMC, a Force Majeure Event shall not excuse any delay or failure of the Affected Party to timely pay the other party amounts due under this RMC.

#### **11. ASSIGNMENT**

Vendor shall not assign all or part of its interest in this RMC without SPURR's prior written consent, which consent shall not be unreasonably withheld. Any assignment by Vendor of an interest in this RMC shall not release Vendor of its obligations under this RMC, except with SPURR's express written consent, which SPURR may choose to provide in its sole discretion.

#### **12. DEFAULTS**

A "Vendor Default" means any of the following events:

(a) Vendor defaults on any obligation under this RMC and such default is not cured within thirty (30) days after notice of the default from SPURR to Vendor, except to the extent that delay in performance of its obligations is excused by a Force Majeure Event,

(b) any REAP Project Agreement default by Vendor, or by any affiliate of Vendor obligated under a REAP Project Agreement, which is not cured within the time for cure provided in that REAP Project Agreement,

(c) the commencement by Vendor, or by any affiliate of Vendor obligated under a REAP Project Agreement, of a voluntary case under title 11 of the United States Code or the corresponding provisions of any successor laws (the "Bankruptcy Code"),

(d) the commencement of an involuntary case against Vendor, or against any affiliate of Vendor obligated under a REAP Project Agreement, under the Bankruptcy Code if either (i) the case is not dismissed within sixty (60) days after commencement or (ii) the court before which the case is pending issues an order for relief or similar order approving the case,

(e) a court of competent jurisdiction appoints, or the Vendor, or any affiliate of Vendor obligated under a REAP Project Agreement, makes an assignment of all or substantially all of its assets to, a custodian (as that term is defined in the Bankruptcy Code) for the Vendor, or for any affiliate of Vendor obligated under a REAP Project Agreement, or

(f) Vendor, or any affiliate of Vendor obligated under a REAP Project Agreement, fails generally to pay their debts as they become due (unless those debts are subject to a good-faith dispute as to liability or amount) or acknowledges in writing that it is unable to do so.

In the event of a Vendor Default, SPURR may pursue any and all available remedies against Vendor, including immediate revocation of the award to Vendor under the RFP and termination of this RMC.

If SPURR defaults on any obligation under this RMC (a "SPURR Default") and such default is not cured within thirty (30) days after notice of the default from Vendor to SPURR, except to the extent that delay in performance of its obligations is excused by a Force Majeure Event, then Vendor may pursue any and all available remedies against SPURR, including termination of this RMC.

#### **13. TERM AND TERMINATION**

This RMC will terminate on the Vendor Offer Deadline, including any extension of the Vendor Offer Deadline, unless earlier terminated due to Vendor Default or a SPURR Default. Termination of this RMC will not excuse timely performance by any party of obligations to the other party incurred prior to such termination. The following sections of this RMC will survive any termination of this RMC:

Vendor Obligation to Provide Documentation, Administrative Fees, Indemnification, Attorneys' Fees, Governing Law, Relationship Of The Parties, and Notices.

**14. GOVERNING LAW**

This RMC shall be governed by California law, without regard to principles of conflicts of law.

**15. RELATIONSHIP OF THE PARTIES**

The relationship between the parties to this RMC shall not be that of partners, agents, or joint ventures for one another. The parties to this RMC, in performing any of their obligations under this RMC, shall be independent parties and shall discharge their obligations at their own risk.

**16. NOTICES**

All notices under this RMC must be in writing and will be effective (a) immediately upon delivery in person or by messenger, (b) two (2) business days after prepaid deposit with a commercial courier or delivery service for next day delivery, (c) upon receipt by facsimile as established by evidence of successful transmission, or (d) five (5) business days after deposit with the US Postal Service, certified mail, return receipt requested, postage prepaid.

All notices must be properly addressed to the addresses set forth on the signature page to this RMC, or at such other addresses as either party may subsequently designate by notice.

**17. COUNTERPARTS AND DELIVERY**


This RMC may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. This RMC may be duly executed and delivered by a party's execution and facsimile or electronic delivery (in pdf format) of the signature page of a counterpart to the other party.

**18. AMENDMENT AND RESTATEMENT**

As of the Effective Date, this RMC amends and restates and supersedes in its entirety the Original Agreement. The terms and conditions of the Original Agreement shall continue to apply to any REAP Project Agreement executed prior to the Effective Date.

IN WITNESS WHEREOF, the parties have executed this RMC as of the Effective Date.


SCHOOL PROJECT FOR UTILITY RATE  
REDUCTION, a California joint powers  
authority

By:   
Michael Rochman  
Managing Director

Address for Notice:

Attn: Managing Director  
1850 Gateway Blvd, Suite 235  
Concord, CA 94520  
Phone: (925)743-1292  
Email: Service@spurr.org

ForeFront Power LLC, a Delaware limited  
liability company

By:   
Print Name: Paul Walker  
Print Title: Co-Chief Executive Officer

Address for Notice:

Attn: Brian Taylor  
Address: 100 Montgomery Street, Suite 725  
City, State, Zip: San Francisco, CA 94104  
Phone: 650-743-7880  
Email: BTaylor@forefrontpower.com



**APPENDIX A – VENDOR INFORMATION**

**Vendor: ForeFront Power LLC**

**SPURR Board Authorization:** Resolution No. 14-01

**RFP Issued:** 07/19/2017

**RFP Title:** Renewable Energy Aggregated Procurement (REAP) Program Request for Proposals (RFP)

**Sales Contact #1**

Name: Brian Taylor  
Title: Sales Director  
Address: 100 Montgomery Street  
City, St, Zip: San Francisco, CA 94104  
Phone: 650-743-7880  
Alt Phone: \_\_\_\_\_  
Email: btaylor@forefrontpower.com

**Technical Contact**

Name: Nate Roberts  
Title: Senior Director, Development  
Address: 100 Montgomery Street  
City, St, Zip: San Francisco, CA 94104  
Phone: 916.402.7277  
Alt Phone: \_\_\_\_\_  
Email: nroberts@forefrontpower.com

**Sales Contact #2**

Name: Go Mizoguchi  
Title: Co-Chief Executive Officer  
Address: 100 Montgomery Street  
City, St, Zip: San Francisco, CA 94104  
Phone: 310-922-8424  
Alt Phone: \_\_\_\_\_  
Email: GO@forefrontpower.com

**Other Contact (Optional)**

Name: Rachel McLaughlin  
Title: Vice President, Sales  
Address: 100 Montgomery Street  
City, St, Zip: San Francisco, CA 94104  
Phone: 636-675-2513  
Alt Phone: \_\_\_\_\_  
Email: rmclaughlin@forefrontpower.com

## APPENDIX B – VENDOR OFFER

**Vendor:** ForeFront Power, LLC

**SPURR Board Authorization:** Resolution No. 14-01

**RFP Issued:** 07/19/2017

**RFP Title:** Renewable Energy Aggregated Procurement (REAP) Program Request for Proposals (RFP)

**Background:** Vendor Offer is based on a list of Project includes, excludes, assumptions, specifications, and sample site maps provided to Vendor in the RFP and as provided in Appendix C. Vendor was required to submit system designs, pricing, and terms for Projects at two sample elementary schools, two sample middle schools, a sample RES-BCT ground-mount project, two sample municipal sites, seven Fresno USD high schools, and the Fresno USD District Service Center.

Vendor Offer includes purchase pricing and Power Purchase Agreement (PPA) pricing for solar and solar plus storage projects for:

- Each unique site.
- Portfolio #1: Small sample sites.
- Portfolio #2: All sites (excluding municipal sites and RES-BCT project).
- Portfolio #3: All Fresno USD sites SPURR recognizes that final Project pricing for each Participant may vary slightly based on actual scope of work, unique site conditions, specific location, market conditions, availability of incentive funding, required utility upgrades, or other factors that may impact final contract pricing.

**Project price adjustments above the pricing memorialized in this RMC must be justified by Vendor on a case by case basis by documenting price adjustments and rationale to SPURR for SPURR's confirmation and approval. The format of such document will be approved by SPURR.**

**REAP 2.0 Program - Sample System Description and Pricing Summary  
for Project Agreements Executed 9/15/2019 through 12/31/2019**

	1MW Ground Mount Site (RES-BCT)	Sample City Hall	Sample Waste-water Treatment Plant	Sample Elementary School 1	Sample Elementary School 2	Sample Middle School 1	Sample Middle School 2	High School B	High School E	High School F	High School H	High School M	High School R	High School S	District Service Center
System Description	Ground Mount Single Axis Tracker	Rooftop and Carport	Ground Mount Single Axis Tracker	Carport	Carport	Carport	Carport	Carport	Carport	Carport	Carport	Carport	Carport	Carport	Carport
PV System Size (kW-DC)	1101.6	792.4	1175.0	166.1	191.7	351.5	370.6	1022.4	1169.4	830.7	1361.1	894.6	594.3	1808.4	645.4
Single Bay Capacity (kW-DC)	N/A	115.0	N/A	166.1	0.0	0.0	76.7	102.2	313.1	0.0	0.0	127.8	51.1	351.5	0.0
Double Bay Capacity (kW-DC)	N/A	466.5	N/A	0.0	191.7	351.5	293.9	920.2	856.3	830.7	1361.1	766.8	543.2	1456.9	645.4
Roof or Ground Mount Capacity (kW-DC)	1101.6	210.9	1175.0	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
PV First Year Production (kWh/year)	2,243,959	1,303,477	2,373,581	260,840	305,570	565,835	614,117	1,767,091	1,896,718	1,360,687	2,116,464	1,390,208	959,746	2,954,877	1,077,156
System Yield (kWh/kW-DC-year)	2,037	1,645	2,020	1,570	1,594	1,610	1,657	1,728	1,622	1,638	1,555	1,554	1,615	1,634	1,669
PV PPA Rate - 20 Year 0% Escalation (\$/kWh)	\$0.064	\$0.096	\$0.064	\$0.133	\$0.131	\$0.123	\$0.121	\$0.104	\$0.112	\$0.113	\$0.114	\$0.117	\$0.110	\$0.105	\$0.103
PV Cash Purchase Price	\$2,346,360	\$2,016,986	\$2,541,765	\$613,246	\$675,665	\$1,036,252	\$1,134,273	\$2,757,103	\$3,281,355	\$2,369,983	\$3,719,515	\$2,508,228	\$1,605,489	\$4,799,259	\$1,671,796
PV Cash Purchase Price (\$/kW-DC)	\$2,130	\$2,546	\$2,163	\$3,691	\$3,525	\$2,949	\$3,060	\$2,697	\$2,806	\$2,853	\$2,733	\$2,804	\$2,702	\$2,654	\$2,590
Energy Storage System Size (kW-AC)	0	315	420	0	0	210	210	630	420	525	315	420	525	315	210
Energy Storage System Size (kWh-DC)	0	510	680	0	0	340	340	1020	680	850	510	680	850	510	340
Energy Storage System Lease (\$/year)	N/A	\$22,467	\$23,314	N/A	N/A	\$8,082	\$9,001	\$41,218	\$34,645	\$33,794	\$15,492	\$26,700	\$31,447	\$23,051	\$10,522
Energy Storage System Lease (\$/kW-year)	N/A	\$71.32	\$55.51	N/A	N/A	\$38.49	\$42.86	\$65.43	\$82.49	\$64.37	\$49.18	\$63.57	\$59.90	\$73.18	\$50.10
Energy Storage System Purchase Cost (\$)	N/A	\$359,108	\$454,962	N/A	N/A	\$263,677	\$263,677	\$641,224	\$454,962	\$550,048	\$359,108	\$454,962	\$550,048	\$359,108	\$263,677
Energy Storage System Purchase Cost (\$/kW)	N/A	\$1,140	\$1,083	N/A	N/A	\$1,256	\$1,256	\$1,018	\$1,083	\$1,048	\$1,140	\$1,083	\$1,048	\$1,140	\$1,256

Note: Per SPURR Master Contract Effective 9/15/2019



**REAP 2.0 Program - Sample System Description and Pricing Summary  
for Project Agreements Executed After 12/31/19**

	1MW Ground Mount Site (RES-BCT)	Sample City Hall	Sample Waste-water Treatment Plant	Sample Elementary School 1	Sample Elementary School 2	Sample Middle School 1	Sample Middle School 2	High School B	High School E	High School F	High School H	High School M	High School R	High School S	District Service Center
System Description	Ground Mount Single Axis Tracker	Rooftop and Carport	Ground Mount Single Axis Tracker	Carport	Carport	Carport	Carport	Carport	Carport	Carport	Carport	Carport	Carport	Carport	Carport
PV System Size (kW-DC)	1101.6	792.4	1175.0	166.1	191.7	351.5	370.6	1022.4	1169.4	830.7	1361.1	894.6	594.3	1808.4	645.4
Single Bay Capacity (kW-DC)	N/A	115.0	N/A	166.1	0.0	0.0	76.7	102.2	313.1	0.0	0.0	127.8	51.1	351.5	0.0
Double Bay Capacity (kW-DC)	N/A	466.5	N/A	0.0	191.7	351.5	293.9	920.2	856.3	830.7	1361.1	766.8	543.2	1456.9	645.4
Roof or Ground Mount Capacity (kW-DC)	1101.6	210.9	1175.0	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
PV First Year Production (kWh/year)	2,243,959	1,303,477	2,373,581	260,840	305,570	565,835	614,117	1,767,091	1,896,718	1,360,687	2,116,464	1,390,208	959,746	2,954,877	1,077,156
System Yield (kWh/kW-DC-year)	2,037	1,645	2,020	1,570	1,594	1,610	1,657	1,728	1,622	1,638	1,555	1,554	1,615	1,634	1,669
PV PPA Rate - 20 Year 0% Escalation (\$/kWh)	\$0.065	\$0.097	\$0.065	\$0.134	\$0.132	\$0.124	\$0.122	\$0.105	\$0.113	\$0.114	\$0.115	\$0.118	\$0.111	\$0.106	\$0.104
PV Cash Purchase Price	\$2,346,360	\$2,016,986	\$2,541,765	\$613,246	\$675,665	\$1,036,252	\$1,134,273	\$2,757,103	\$3,281,355	\$2,369,983	\$3,719,515	\$2,508,228	\$1,605,489	\$4,799,259	\$1,671,796
PV Cash Purchase Price (\$/kW-DC)	\$2,130	\$2,546	\$2,163	\$3,691	\$3,525	\$2,949	\$3,060	\$2,697	\$2,806	\$2,853	\$2,733	\$2,804	\$2,702	\$2,654	\$2,590
Energy Storage System Size (kW-AC)	0	315	420	0	0	210	210	630	420	525	315	420	525	315	210
Energy Storage System Size (kWh-DC)	0	510	680	0	0	340	340	1020	680	850	510	680	850	510	340
Energy Storage System Lease (\$/year)	N/A	\$22,467	\$23,314	N/A	N/A	\$8,082	\$9,001	\$41,218	\$34,645	\$33,794	\$15,492	\$26,700	\$31,447	\$23,051	\$10,522
Energy Storage System Lease (\$/kW-year)	N/A	\$71.32	\$55.51	N/A	N/A	\$38.49	\$42.86	\$65.43	\$82.49	\$64.37	\$49.18	\$63.57	\$59.90	\$73.18	\$50.10
Energy Storage System Purchase Cost (\$)	N/A	\$359,108	\$454,962	N/A	N/A	\$263,677	\$269,677	\$641,224	\$454,962	\$550,048	\$359,108	\$454,962	\$550,048	\$359,108	\$263,677
Energy Storage System Purchase Cost (\$/kW)	N/A	\$1,140	\$1,083	N/A	N/A	\$1,256	\$1,256	\$1,018	\$1,083	\$1,048	\$1,140	\$1,083	\$1,048	\$1,140	\$1,256

Note: Per SPURR Master Contract Effective 9/15/2019

## **Appendix C- Includes, Excludes, Assumptions, and Specifications for Vendor Offer**

Vendor Offer is based on a list of Project inclusions, exclusions, assumptions, specifications, utility data, and site maps provided to Vendor in the RFP. Vendor was required to submit system designs, pricing, and terms for Projects at two sample elementary schools, two sample middle schools, a sample RES-BCT ground-mount project, two sample municipal sites, seven Fresno USD high schools, and the Fresno USD District Service Center Vendor Offer includes purchase pricing and Power Purchase Agreement (PPA) pricing for solar projects and solar plus storage projects (where applicable) for:

- Each unique site.
- Portfolio #1: Small sample sites.
- Portfolio #2: All sites (excluding municipal sites and RES-BCT project).
- Portfolio #3: All Fresno USD sites

Below is the detailed list of includes, excludes, specifications, and assumptions underlying Vendor Offer.

### **A. Includes for Solar PV Power Purchase Agreement (PPA) AND Purchase Project Scenarios:**

Vendor Offer includes at minimum the following components and services:

1. Project engineering
  - a. Civil/Structural engineering
  - b. Electrical engineering
  - c. Mechanical Engineering
  - d. Soils reports/engineering
2. Project permitting
  - a. DSA or otherwise applicable AHJ permitting fees
  - b. Utility interconnection process (upgrade costs on the Utility side of the meter should not be included in the Proposal cost)
    - All appropriate safety signage, as required by the Utility
    - Adequately sized and visible disconnect switches at or near each point of common coupling
3. Safety plan
4. Materials
  - a. Modules
  - b. Inverters
  - c. Racking/structures
    - Lighting for shade structures/carports
  - d. Balance of System (BOS)
    - Disconnects/Breakers/Fuses
    - Conduits and conductors
    - Pull boxes and ground vaults
    - Enclosures or cabinets to house non-NEMA rated components
  - e. All other materials required to construct the system to comply with national, state, and local building requirements as well as industry standards.

5. Equipment/material procurement
  - a. Delivery, storage, and staging logistics
  - b. Delivery and handling costs
  - c. Procurement bond or insurance (at the Vendor's discretion)
  - d. Site security
6. Facility construction
  - a. Civil (trenching and backfill, equipment pad preparation, etc.)
  - b. Structural/mechanical
  - c. Electrical
7. Interconnection process
  - a. Generation Interconnection Application
  - b. Initial and supplemental review process management
  - c. System coordination studies (if deemed necessary)
  - d. System protection engineering (Rule 21, UL 1741, etc.)
  - e. Pre-parallel inspection
  - f. Permission to operate (PTO)
8. Facility testing
9. Facility commissioning
  - a. Strings voltage check
  - b. Inverters
    - System check
    - Programming and configuration (i.e. ramp rate, power factor, protection, etc.)
  - c. Racking visual inspection and torque check
  - d. Monitoring, configuration, startup, and training of district personnel
  - e. Switchgear (if required)
10. Facility design documentation package and as-built drawings
  - a. PV Module – quantity, make, model, and spec sheet
  - b. QA/QC documentation
  - c. As built documentation (strings labeled in field and recorded on drawings)
  - d. Inverters – quantity, make, model, and spec sheet
  - e. Racking/shade structure
    - Manufacturer
    - Design drawings
    - Structure finish
  - f. Combiner boxes (if any) – quantity, make, model, and spec sheet
  - g. Switchgear/Subpanel (if upgrades or additions are required) – manufacturer, ratings, general spec.
  - h. AC and DC cable specifications
  - i. As-built DC single line diagram with conductor specification
  - j. As-built AC single line diagram with conductor specification
  - k. As-built array configuration plan
  - l. Balance of system (BOS) layout detail and identification
    - Combiner boxes
    - Inverters

- m. Inverter locations and mounting specifications
- n. Trenching specification (depth, bedding material spec, conduit spec., etc.)
  - As built location for ongoing O&M
- 11. Monitoring equipment/system
  - a. Inverter level performance/production monitoring
  - b. Configurable alarms to allow for notification of underperformance or outages
  - c. Security measures (appropriate fencing, cameras, signage, etc.)
- 12. Operations and maintenance (10 years for purchased systems; 20 years for PPAs)
  - a. Inverter maintenance
  - b. Module cleaning/testing
  - c. Checking of electrical connections/torque
  - d. Racking/structure torque check
  - e. Inverter extended warranty or replacement plan
  - f. Remote monitoring
  - g. Shading mitigation
- 13. Production performance guarantee
  - a. 90% system production guarantee or better.

**B. Assumptions for Solar PV PPA AND Purchase Project Scenarios:**

- a. Projects will be interconnected as net energy metering (NEM or NEM-A) or RES-BCT projects.
- b. Assume no incentives from utility.
- c. SPURR's fees, as described above, must be included in all proposed pricing.
- d. Prevailing wage rates will apply.
- e. California DSA pre-check design.
- f. All inverters must be UL 1741 certified.
- g. Unless otherwise stated, all systems will interconnect into a 277/480VAC 3-Phase service.
- h. Campus main meters are adequately sized and have available space for connection of PV generation.
- i. For shade structures, concrete support extending up the structure post a minimum of 24".
- j. All non-trenched wiring will be made in accessible crawlspaces, attics, or mounted in secure weather tight conduit on racking structures.
- k. All unpainted metal shall be resistant to corrosion for a minimum of 25 years.
- l. Painted portions of structures will be primed with rust inhibitive primer and then painted with 2 coats of paint or powder coated.
- m. Canopies shall have a minimum clear height of 10 foot at the lowest point of any structure.
- n. Each canopy system and associated components must be designed and selected to withstand the environmental conditions of the site (e.g., temperatures, winds, rain, flooding, etc.) to which they will be exposed. The design life shall be a minimum of 25-years.



- o. Canopies placed in parking lots shall be clearly labeled with max clearance for vehicles at the low points. Label should be easily visible from a vehicle
- p. Canopies must include LED lighting that conform to current lighting standards and codes.
- q. Existing light post bases and bollards will be removed if not being used by Selected Vendor. Lighting will reuse existing circuits where available.
- r. Grounds and landscaping that may have been impacted due to construction will be brought back to original pre-construction conditions.
- s. Selected Vendor shall be responsible for prompt removal and disposal of spoils from all related construction activities.
- t. All costs associated with system upgrades necessary to avoid power quality issues will be the responsibility of the Selected Vendor.
- u. Security measures will be required to limit the potential for theft and vandalism during and after construction of the systems.
- v. Array areas shown on project site maps are representative and not exact panel layouts.
- w. DC-AC de-rate and inverter configuration to be determined by the Vendor to produce the best system value.
- x. Work hours: All pricing should be based on standard work hours of Monday – Friday 6:00 AM to 7:00 PM.

All structures constructed as a part of the project must comply with all applicable permitting, regulatory, and safety agencies, including but not limited to DSA, municipalities, fire departments, utility, etc. All applicable building codes must be strictly adhered to and complied with. Vendors must warrant and maintain the full structural integrity of the PV system.

PV systems built in parking lots or near roadways must not obstruct or hinder school parking or traffic and must allow for appropriate clearance for all vehicles including buses, delivery vehicles, etc.

***C. Includes and Assumptions for Solar PV Power Purchase Agreement (PPA) Scenario ONLY:***

- a. Term: 20 years
- b. Annual PPA % escalator: 0%
- c. Participant ownership of Renewable Energy Certificates (RECs)
- d. An annual production guarantee, with a reasonable degradation factor that matches the term of the offered PPA, must be included. Participants will not be required to purchase more than 110% of the estimated annual energy production.
- e. PPA must include purchase option(s) after year 6.
- f. Removal of the system and returning the site to its pre-installation condition (normal wear and tear excepted) at the end of the PPA term.

During the PPA ownership period, it will be the responsibility of Vendor to perform all site maintenance, including work required by equipment vendors to maintain warranties, recalibration of equipment, vegetation abatement, panel washing as needed to meet



performance guarantee targets, system monitoring and reporting, and the installation and maintenance of a revenue grade meters for billing purposes. Any damage to the systems resulting from vandalism/theft will be repaired in a timely fashion by Vendor.

***D. Includes and Assumptions for Purchase Scenario ONLY:***

Proposed purchase pricing includes comprehensive “turnkey” implementation of the proposed PV systems including design, engineering, materials, installation, interconnection, monitoring, and maintenance of solar photovoltaic systems. Proposed pricing should include the following:

- a. 10-year O/M contract
- b. 10-year 95% annual production guarantee less system degradation

***E. Excludes for Solar PV PPA AND Purchase Scenarios:***

- a. All costs associated with Utility distribution or service upgrades.
- b. Cost of parking area renovations (re-striping, resealing, repaving, traffic flow modifications, etc.)
- c. Removal/disposal of hazardous materials including asbestos.
- d. Habitat mitigation.
- e. Conditional use permits, special use permits, or environmental impact reports
- f. Roof replacement or repair.
- g. Required ADA upgrades.
- h. Structural upgrades to buildings.
- i. Network and/or data services upgrades.
- j. Installation of data wiring for monitoring kiosks or display screens.
- k. 3<sup>rd</sup> party inspector costs
- l. Tree or other vegetation removal
- m. Performance bond

**E. Fresno USD Projects**

Fresno Unified School District required a line item cost for each of the following project components and the incremental increase to the PPA rate associated with that line item cost:

- a. Minimum of 15' clearance on low side of all canopy structures in driveway or parking areas.
- b. Tree or other vegetation removal.
- c. Four EV charging stations per site.
- d. Reimburse FUSD for DSA inspector of record costs. Assume budgetary estimate of \$35,000 per site.
- e. Required ADA upgrades.

## F. Includes for Energy Storage Projects

Proposals for energy storage projects are required to include at minimum the following items/components:

1. Vendor is responsible for all costs associated with preparing and submitting SGIP applications.
2. Project engineering
  - a. Civil/Structural engineering
  - b. Electrical engineering
  - c. Mechanical engineering
  - d. Soils reports/engineering
3. Project permitting
  - a. Permitting fees
  - b. Utility interconnection process (upgrade costs on the Utility side of the meter should not be included in the Proposal base cost)
    - All appropriate safety signage, as required by the Utility
    - Adequately sized and visible disconnect switches at or near each point of common coupling
4. Safety plan
5. Materials
  - a. Battery or other energy storage technology
  - b. Inverters
  - c. Weatherproof outdoor enclosure/container.
  - d. Balance of System (BOS)
    - Disconnects/Breakers/Fuses
    - Conduits and conductors
    - Pull boxes and ground vaults
  - e. All other materials required to construct the system to comply with national, state, and local building requirements as well as industry standards.
6. Equipment/material procurement
7. Delivery, storage, and staging logistics
8. Site security
9. Facility construction
  - a. Civil (trenching and backfill, equipment pad preparation, etc.)
  - b. Structural/mechanical
  - c. Electrical
10. Interconnection process
  - a. Generation Interconnection Application; must submit to utility within 60 days of execution of Project Agreement.
  - b. Self-Generation Incentive Program (SGIP) application and documentation process
  - c. Initial and supplemental review process management
  - d. System coordination studies (if deemed necessary)
  - e. System protection engineering
  - f. Utility inspection
11. Facility testing
12. Facility commissioning

- a. Inverters
  - b. Monitoring configuration, startup, and training of Participant personnel
  - c. Switchgear (if required)
13. Facility design documentation package and as-built drawings
- a. QA/QC documentation
  - b. As built documentation
    - Inverters – quantity, make, model, and spec sheet
    - Enclosure description and documentation
      - Design drawings
      - Paint/finish
  - c. Switchgear/subpanel (if upgrades or additions are required) – manufacturer, ratings, general spec.
  - d. AC and DC cable specifications
  - e. As-built DC single line diagram with conductor specification
  - f. As-built AC single line diagram with conductor specification
  - g. As-built site plan
    - Balance of system (BOS) layout detail and identification
    - Inverter locations and mounting specifications
    - Trenching specification (depth, bedding material spec, conduit spec., etc.)
14. Monitoring equipment/system
- a. System charge/discharge monitoring
  - b. 15-minute interval (or better) data granularity
15. Security measures
16. Operations and maintenance for the term of the contract

### **G. Assumptions for Energy Storage Projects**

- a. SPURR's fees, as described above, must be included in all proposed pricing.
- b. Assume SGIP funding of \$0.22/Watt-hour. Vendor must provide a clear and detailed explanation of how changes to proposed pricing will be calculated based on increased/decreased SGIP funding.
- c. Prevailing wage rates will apply.
- d. Unless otherwise stated, all systems will interconnect into a 277/480VAC 3-Phase service.
- e. Electric services are adequately sized and have available space to connect energy storage project.
- f. All non-trenched wiring will be made in accessible crawlspaces, attics, or mounted in secure weather tight conduit on racking structures.
- g. Painted portions of structures will be primed with rust inhibitive primer and then painted with 2 coats of paint or powder coated.
- h. All costs associated with system upgrades necessary to avoid power quality issues will be the responsibility of the Selected Vendor.
- i. Security measures will be required to limit the potential for theft and vandalism during and after construction of the systems.

- j. Work hours: All pricing should be based on standard work hours of Monday – Friday 6:00 AM to 7:00 PM.
- k. Removal of the system at the end of the term.

All structures constructed as a part of the project must comply with all applicable permitting, regulatory, and safety agencies, including but not limited to DSA, municipalities, fire departments, utility, etc. All applicable building codes must be strictly adhered to and complied with. Vendors must warrant and maintain the full structural integrity of the system.

During the entire project life it will be the responsibility of the Selected Vendor to perform all site maintenance, including work required by equipment vendors to maintain warranties, recalibration of equipment, system monitoring and reporting, and the installation and maintenance of a revenue grade meters for billing purposes. Any damage to the systems resulting from vandalism/theft will be repaired in a timely fashion by the Selected Vendor.

#### **H. Excludes for Energy Storage Projects**

The following items shall not be included in the base pricing offered by Vendors. All base pricing cost adjustments presented to Participants will be subject to SPURR's review and must comply with a cost adjustment formula to be negotiated with Selected Vendor.

- a. All costs associated with Utility distribution or service upgrades.
- b. Removal/disposal of existing hazardous materials including asbestos.
- c. Habitat mitigation.
- d. Conditional use permits, special use permits, or CEQA-related work.
- e. Required ADA upgrades.
- f. Network and/or data services upgrades.
- g. Installation of data wiring for monitoring kiosks or display screens.
- h. 3rd party inspector costs

Vendor is required to include a comprehensive list of additional relevant “excludes” that are not reflected in the Proposal and pricing.

**APPENDIX D – AMENDED AND RESTATED REAP PROJECT AGREEMENTS**

SPURR Renewable Energy Aggregated Procurement (REAP) Program  
Amendment to SPURR REAP Master Contract  
**September 30, 2021**

The Amended and Restated SPURR Renewable Energy Aggregated Procurement (REAP) Program Master Contract, effective September 15, 2019 as amended through the Amendment to SPURR REAP Master Contract, effective September 30, 2020, and further amended through the Amendment to SPURR REAP Master Contract, effective January 20, 2021 (collectively the “2019 SPURR REAP Master Contract”) shall be amended on the following terms and conditions.

- 1) This Amendment will have an effective date of September 30, 2021.
- 2) In the 2019 SPURR REAP Master Contract Section 1, Grant and Acceptance of Award, the Vendor Offer Deadline is extended to June 30, 2022.
- 3) In the 2019 SPURR REAP Master Contract Appendix B, Vendor Offer, current pricing is reduced as follows, applicable to any all REAP Project Agreements executed by a Participant on or after January 1, 2022.

System Type	All Ground Mount, Roof Mount, and Canopy Sites, except Sites below 450 kW-DC	Sample Sites below 450 kW-DC
PV PPA Rate, 20 Yr with 0% Escalator, reduction per kWh	\$0.0010	\$0.0000

- 4) The Appendix B pricing table hereby incorporates the price reductions above.
- 5) The PPA reductions shown above are based on the continued federal Investment Tax Credit for solar power installations (the ITC) at the current level of 26% pursuant to current law. If current law is revised to increase the ITC or other applicable incentives are made available for Projects, then the parties will promptly negotiate in good faith regarding further PPA pricing reductions.
- 6) The template Energy Services Agreements attached as Appendix D to the 2019 SPURR REAP Master Contract are hereby replaced with the template Energy Services Agreements attached hereto which show the changes from the previous templates in redline form.

SPURR Renewable Energy Aggregated Procurement (REAP) Program  
Amendment to SPURR REAP Master Contract  
**September 30, 2021**

**1. AMENDMENT**

As of the Effective Date, this Amendment amends the 2019 SPURR REAP Master Contract . The terms and conditions of the 2019 SPURR REAP Master Contract shall continue to apply to any REAP Project Agreement executed prior to the Effective Date.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

SCHOOL PROJECT FOR UTILITY RATE  
REDUCTION, a California joint powers  
authority

By:  \_\_\_\_\_

Michael Rochman

Managing Director

Address for Notice:

Attn: Managing Director


1850 Gateway Blvd, Suite 235

Concord, CA 94520

Phone: (925)743-1292

Email: Service@spurr.org

ForeFront Power LLC, a Delaware limited  
liability company

By:  \_\_\_\_\_

Print Name: Michael Smith

Print Title: President

Address for Notice:

Attn: Legal

Address: 100 Montgomery St. Suite 725

City, State, Zip: San Francisco, CA 94104

Phone: (855) 204-5083

Email: FPLegal@forefrontpower.com

**SPURR Renewable Energy Aggregated Procurement (REAP) Program  
Amendment to SPURR REAP Master Contract  
September 30, 2021**

**Appendix B Pricing Table**

REAP 2.0 Program - Sample System Description and Pricing Summary for Project Agreements Executed After 12/31/2021															
	1MW Ground Mount Site (RES-BCT)	Sample City Hall	Sample Waste- water Treatment Plant	Sample Elementary School 1	Sample Elementary School 2	Sample Middle School 1	Sample Middle School 2	High School B	High School E	High School F	High School H	High School M	High School R	High School S	District Service Center
<b>System Description</b>	Ground Mount Single Axis Tracker	Rooftop and Carport	Ground Mount Single Axis Tracker	Carport	Carport	Carport	Carport	Carport	Carport	Carport	Carport	Carport	Carport	Carport	Carport
<b>PV System Size (kW-DC)</b>	1101.6	792.4	1175.0	166.1	191.7	351.5	370.6	1022.4	1169.4	830.7	1361.1	894.6	594.3	1808.4	645.4
<b>Single Bay Capacity (kW-DC)</b>	N/A	115.0	N/A	166.1	0.0	0.0	76.7	102.2	313.1	0.0	0.0	127.8	51.1	351.5	0.0
<b>Double Bay Capacity (kW-DC)</b>	N/A	466.5	N/A	0.0	191.7	351.5	293.9	920.2	856.3	830.7	1361.1	766.8	543.2	1456.9	645.4
<b>Roof or Ground Mount Capacity (kW-DC)</b>	1101.6	210.9	1175.0	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<b>PV First Year Production (kWh/year)</b>	2,243,959	1,303,477	2,373,581	260,840	305,570	565,835	614,117	1,767,091	1,896,718	1,360,687	2,116,464	1,390,208	959,746	2,954,877	1,077,156
<b>System Yield (kWh/kW-DC-year)</b>	2,037	1,645	2,020	1,570	1,594	1,610	1,657	1,728	1,622	1,638	1,555	1,554	1,615	1,634	1,669
<b>PV PPA Rate - 20 Year 0% Escalation (\$/kWh)</b>	\$0.063	\$0.095	\$0.063	\$0.134	\$0.132	\$0.124	\$0.122	\$0.103	\$0.111	\$0.112	\$0.113	\$0.116	\$0.109	\$0.104	\$0.102
<b>PV Cash Purchase Price</b>	\$2,346,360	\$2,016,986	\$2,541,765	\$613,246	\$675,665	\$1,036,252	\$1,134,273	\$2,757,103	\$3,281,355	\$2,369,983	\$3,719,515	\$2,508,228	\$1,605,489	\$4,799,259	\$1,671,796
<b>PV Cash Purchase Price (\$/kW-DC)</b>	\$2,130	\$2,546	\$2,163	\$3,691	\$3,525	\$2,949	\$3,060	\$2,697	\$2,806	\$2,853	\$2,733	\$2,804	\$2,702	\$2,654	\$2,590
<b>Energy Storage System Size (kW-AC)</b>	0	315	420	0	0	210	210	630	420	525	315	420	525	315	210
<b>Energy Storage System Size (kWh-DC)</b>	0	510	680	0	0	340	340	1020	680	850	510	680	850	510	340
<b>Energy Storage System Lease (\$/year)</b>	N/A	\$22,467	\$23,314	N/A	N/A	\$8,082	\$9,001	\$41,218	\$34,645	\$33,794	\$15,492	\$26,700	\$31,447	\$23,051	\$10,522
<b>Energy Storage System Lease (\$/kW-year)</b>	N/A	\$71.32	\$55.51	N/A	N/A	\$38.49	\$42.86	\$65.43	\$82.49	\$64.37	\$49.18	\$63.57	\$59.90	\$73.18	\$50.10
<b>Energy Storage System Purchase Cost (\$)</b>	N/A	\$359,108	\$454,962	N/A	N/A	\$263,677	\$263,677	\$641,224	\$454,962	\$550,048	\$359,108	\$454,962	\$550,048	\$359,108	\$263,677
<b>Energy Storage System Purchase Cost (\$/kW)</b>	N/A	\$1,140	\$1,083	N/A	N/A	\$1,256	\$1,256	\$1,018	\$1,083	\$1,048	\$1,140	\$1,083	\$1,048	\$1,140	\$1,256

Note: Per SPURR Master Contract Effective 9/22/2021



SPURR Renewable Energy Aggregated Procurement (REAP) Program  
Amendment to SPURR REAP Master Contract  
**September 30, 2021**

**REAP PROJECT AGREEMENTS**

**[attached]**

SPURR Renewable Energy Aggregated Procurement (REAP) Program  
Amendment to SPURR REAP Master Contract

**September 7, 2022**

The Amended and Restated SPURR Renewable Energy Aggregated Procurement (REAP) Program Master Contract between the School Project for Utility Rate Reduction (SPURR) and ForeFront Power, LLC (FFP), effective September 15, 2019, as amended through the Amendment to SPURR REAP Master Contract, effective September 30, 2020, as further amended through the Amendment to SPURR REAP Master Contract, effective January 20, 2021, as further amended through the Amendment to SPURR REAP Master Contract, effective September 30, 2021, and as further amended through the Amendment to SPURR REAP Master Contract, effective April 30, 2022 (collectively the "2019 SPURR REAP Master Contract") shall be amended on the following terms and conditions.

- 1) This Amendment will have an "Effective Date" of September 7, 2022.
- 2) This Amendment is intended to accommodate numerous public agencies in good faith negotiations seeking to use the 2019 SPURR REAP Master Contract in anticipation of "Net Energy Metering" rule changes currently under consideration by the California Public Utilities Commission.

**1. AMENDMENT**

In the 2019 SPURR REAP Master Contract Section 1, Grant and Acceptance of Award, the Vendor Offer Deadline hereby is extended to October 26, 2022.

To the extent Forefront Power, LLC or its affiliate enters into a Letter of Intent or similar document ("LOI") with a public agency prior to the Vendor Offer Deadline, the pricing and terms set forth in the 2019 SPURR REAP Master Contract shall continue to apply to any REAP Project Agreement entered into pursuant to the LOI, even if the REAP Project Agreement is executed after the Vendor Offer Deadline.

Copies of any LOI described above shall be delivered by FFP to SPURR not later than five business days after the Vendor Offer Deadline.

Nothing in this Amendment changes the terms and conditions of the 2019 SPURR REAP Master Contract applicable to any REAP Project Agreement executed prior to the Vendor Offer Deadline.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

SCHOOL PROJECT FOR UTILITY RATE  
REDUCTION, a California joint powers  
authority

By: \_\_\_\_\_

Michael Rochman

Managing Director

Address for Notice:

Attn: Managing Director  
1850 Gateway Blvd, Suite 235  
Concord, CA 94520  
Phone: (925)743-1292  
Email: Service@spurr.org

ForeFront Power LLC, a Delaware limited  
liability company

By: \_\_\_\_\_

Print Name: Michael Smith

Print Title: Chief Executive Officer

Address for Notice:

Attn: Legal  
Address: 100 Montgomery St. Suite 725  
City, State, Zip: San Francisco, CA 94104  
Phone: (855) 204-5083  
Email: FPLegal@forefrontpower.com



**CONFIDENTIAL AND PROPRIETARY**

\*\*\*

**GENERAL TERMS AND CONDITIONS OF  
ENERGY SERVICES AGREEMENT**

*These General Terms and Conditions of Energy Services Agreement are dated as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and are witnessed and acknowledged by FFP BTM SOLAR, LLC, a Delaware limited liability company ("ForeFront Power") and Los Angeles County ("Purchaser"), as evidenced by their signature on the last page of this document. These General Terms and Conditions are intended to be incorporated by reference into Energy Services Agreements that may be entered into between ForeFront Power and Purchaser or between their respective Affiliates. These General Terms and Conditions shall have no binding effect upon ForeFront Power or Purchaser, respectively, except to the extent Purchaser or ForeFront Power (or an Affiliate thereof) becomes a party to an Energy Services Agreement that incorporates these General Terms and Conditions.*

1. DEFINITIONS.

1.1 In addition to other terms specifically defined elsewhere in this Agreement, where capitalized, the following words and phrases shall be defined as follows:

"Affiliate" means, with respect to any specified Person, any other Person directly or indirectly controlling, controlled by or under common control with such specified Person.

"Agreement" means, the Energy Services Agreement.

"Applicable Law" means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, Governmental Approval, consent or requirement of any Governmental Authority having jurisdiction over such Person or its property, enforceable at law or in equity, including the interpretation and administration thereof by such Governmental Authority.

"Assignment" has the meaning set forth in Section 13.1.

"Bankruptcy Event" means with respect to a Party, that either (i) such Party has (A) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (B) admitted in writing its inability, or be generally unable, to pay its debts as such debts become due; (C) made a general assignment for the benefit of its creditors; (D) commenced a voluntary case under any bankruptcy law; (E) filed a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) taken any corporate or other action for the purpose of effecting any of the foregoing; or (ii) has a petition in bankruptcy filed against it, and such petition is not dismissed within ninety (90) days after the filing thereof.

"Business Day" means any day other than Saturday, Sunday or any other day on which banking institutions in New York, NY are required or authorized by Applicable Law to be closed for business.

“Commercial Operation” has the meaning set forth in Section 3.3(b).

“Commercial Operation Date” has the meaning set forth in Section 3.3(b).

“Confidential Information” has the meaning set forth in Section 15.1.

“Covenants, Conditions and Restrictions” or “CCR” means those requirements or limitations related to the Premises as may be set forth in a lease, if applicable, or by any association or other organization, having the authority to impose restrictions.

“Delay Liquidated Damages” means the daily payment of (i) \$0.250/day/kW (DC) of the estimated nameplate capacity of the System (as set forth in Schedule 1 of the Special Conditions).

“Disruption Period” has the meaning set forth in Section 4.3.

“Early Termination Date” means any date on which this Agreement terminates other than by reason of expiration of the then applicable Term.

“Early Termination Fee” means the fee payable by Purchaser to Provider under the circumstances described in Section 2.2, Section 2.3 or Section 11.2.

“Effective Date” has the meaning set forth in the preamble to the Special Conditions.

“Energy Services” has the meaning set forth in the Special Conditions.

“Energy Services Agreement” means each Energy Services Agreement (including the Schedules attached thereto) that may be entered into between ForeFront Power and Purchaser or between their respective Affiliates that incorporates these General Terms and Conditions by reference.

“Energy Services Payment” has the meaning set forth in the Special Conditions.

“Environmental Attributes” shall mean, without limitation, carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags, tradable renewable credits, or Green-e® products.

“Environmental Documents” has the meaning set forth in Section 7.2(f).

“Environmental Law” means any and all federal, state, local, provincial and foreign, civil and criminal laws, statutes, ordinances, orders, common law, codes, rules, regulations, judgments, decrees, injunctions relating to the protection of health and the environment, worker health and safety, and/or governing the handling, use, generation, treatment, storage, transportation, disposal, manufacture, distribution, formulation, packaging, labeling, or release to the environment of or exposure to Hazardous Materials, including any such requirements implemented through Governmental Approvals.

“Estimated Remaining Payments” means as of any date, the estimated remaining Energy Services Payments to be made through the end of the then-applicable Term, as reasonably determined by Provider.

“Expiration Date” means the date on which this Agreement terminates by reason of expiration of the Term.

“Fair Market Value” means, with respect to any tangible asset or service, the price that would be negotiated in an arm’s-length, free market transaction, for cash, between an informed, willing seller and an informed, willing buyer, neither of whom is under compulsion to complete the transaction. Fair Market Value of the System will be determined pursuant to Section 2.4.

“Financing Party” means, as applicable (i) any Person (or its agent) from whom Provider (or an Affiliate of Provider) leases the System, (ii) any Person (or its agent) who has made or will make a loan to or otherwise provides financing to Provider (or an Affiliate of Provider) with respect to the System, or (iii) any Person acquiring a direct or indirect interest in Provider or in Provider’s interest in this Agreement or the System as a tax credit investor.

“Force Majeure Event” has the meaning set forth in Section 10.1.

“ForeFront Power” has the meaning set forth in the Preamble.

“General Terms and Conditions” means these General Terms and Conditions of the Energy Services Agreement, including all Exhibits hereto.

“Guaranteed Commercial Operation Date” has the meaning set forth in Section 5 of the Special Conditions, subject to extension as set forth in Section 2.2(b).

“Guaranteed Construction Start Date” has the meaning set forth in Section 5 of the Special Conditions, subject to extension as set forth in Section 2.2(b).

“Governmental Approval” means any approval, consent, franchise, permit, certificate, resolution, concession, license, or authorization issued by or on behalf of any applicable Governmental Authority, including any such approval, consent, order or binding agreements with or involving a governmental authority under Environmental Laws.

“Governmental Authority” means any federal, state, regional, county, town, city, or municipal government, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government.

“Hazardous Materials” means any hazardous or toxic material, substance or waste, including petroleum, petroleum hydrocarbons or petroleum products, and any other chemicals, materials, substances or wastes in any amount or concentration which are regulated under or for which liability can be imposed under any Environmental Law.

“Improper Consideration” has the meaning set forth in Section 11.1(a)(iv).

“Initial Term” has the meaning set forth in Section 2 of the Special Conditions.

“Installation Work” means the construction and installation of the System and the start-up, testing and acceptance (but not the operation and maintenance) thereof, all performed by or for Provider (by using one or more qualified contractors holding the appropriate licenses required in the jurisdiction where the System will be installed) at the Premises.

“Invoice Date” has the meaning set forth in Section 6.2.

“Liens” has the meaning set forth in Section 7.1(d).

“Local Electric Utility” means the local electric distribution owner and operator providing electric distribution and interconnection services to Purchaser at the Premises.

“Losses” means all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs and expenses (including all attorneys’ fees and other costs and expenses incurred in defending any such claims or other matters or in asserting or enforcing any indemnity obligation).

“Option Price” has the meaning set forth in Section 2.3(i).

“Party” or “Parties” has the meaning set forth in the preamble to the Special Conditions.

“Person” means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental Authority.

“Pre-existing Environmental Conditions” means any: (i) violation of, breach of or non-compliance with any Environmental Laws with respect to the Premises that first existed, arose or occurred on or prior to Provider’s commencement of construction at the Premises and (ii) the presence or release of, or exposure to, any Hazardous Materials at, to, on, in, under or from the Premises that first existed, arose or occurred on or prior to Provider’s commencement of construction at the Premises.

“Premises” means the premises described in Schedule 1 of the Special Conditions. The Premises includes the entirety of any structures and underlying real property located at the address in Schedule 1 of the Special Conditions.

“Provider” has the meaning set forth in the Special Conditions.

“Provider Default” has the meaning set forth in Section 11.1(a).

“Provider Indemnified Parties” has the meaning set forth in Section 16.2.

“Purchase Date” means the first Business Day that occurs after the applicable purchase date set forth in Schedule 3 of the Special Conditions.

“Purchaser” has the meaning set forth in the preamble to the Special Conditions.

“Purchaser Default” has the meaning set forth in Section 11.2(a).

“Purchaser Indemnified Parties” has the meaning set forth in Section 16.1.

“Renewal Term” if applicable, has the meaning set forth in Section 2 of the Special Conditions.

“Representative” has the meaning set forth in Section 15.1.

“Security Interest” has the meaning set forth in Section 8.2(a).

“Site-Specific Requirements” means the site-specific information and requirements as may be set forth in Schedule 6 of the Special Conditions.

“Special Conditions” means each Energy Services Agreement, excluding these General Terms and Conditions.

“Stated Rate” means a rate per annum equal to the lesser of (a) the “prime rate” (as reported in The Wall Street Journal) plus two percent (2%) or (b) the maximum rate allowed by Applicable Law.

“System” has the meaning set forth in Schedule 1 of the Special Conditions.

“System-based Incentives” means any accelerated depreciation, installation or production-based incentives, investment tax credits and subsidies including, but not limited to, the subsidies in Schedule 1 of the Special Conditions and all other related subsidies and incentives.

“System Operations” means Provider’s operation, maintenance and repair of the System performed by Provider or for Provider (by using one or more qualified contractors holding the appropriate licenses required in the jurisdiction where the System will be installed) in accordance with the requirements herein.

“Term” means the Initial Term, and the subsequent Renewal Term(s), if any.

“Term Year” means a twelve (12) month period beginning on the first day of the Term and each successive twelve (12) month period thereafter.

“Termination Date” means the date on which this Agreement ceases to be effective, including on an Early Termination Date or the Expiration Date.

“WREGIS” means the Western Renewable Energy Generation Information System.

1.2 Interpretation. The captions or headings in these General Terms and Conditions are strictly for convenience and shall not be considered in interpreting this Agreement. Words in this Agreement that impart the singular connotation shall be interpreted as plural, and words that impart the plural connotation shall be interpreted as singular, as the identity of the parties or objects referred to may require. The words “include”, “includes”, and “including” mean include, includes, and including “without limitation” and “without limitation by specification.” The words “hereof”, “herein”, and “hereunder” and words of similar import refer to this Agreement as a whole and not to any particular provision of this Agreement. Except as the context otherwise indicates, all references to “Articles” and “Sections” refer to Articles and Sections of these General Terms and Conditions.

## 2. TERM AND TERMINATION.

2.1 Term. The Initial Term is as specified in the Special Conditions.

2.2 Early Termination.

(a) Termination for Convenience. Purchaser may terminate this Agreement, when such action is deemed by the Purchaser, in its sole discretion, to be in its best interest. Termination of this Agreement shall be effected by sixty (60) days’ prior written notice of termination to Provider. If Purchaser terminates the Agreement prior to the Expiration Date of the Initial Term, Purchaser shall pay, as liquidated damages, the Early Termination Fee set forth on Schedule 3, Column 1 of the Special Conditions, and Provider shall cause the System to be disconnected and removed from the Premises in accordance with Section 2.4. Upon Purchaser’s payment to Provider of the Early Termination Fee, this Agreement shall terminate automatically. Upon receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall immediately:

All material including books, records, documents, or other evidence bearing on the costs and expenses of the Provider under this Agreement shall be maintained by the Provider in accordance with Los Angeles County’s Record Retention and Inspection/Audit Settlement policies.

(b) Purchaser may (i) if Provider fails to commence construction by the Guaranteed Construction Start Date, be entitled (as its sole remedy) to Delay Liquidated Damages not to exceed \$22.5/kW (DC) of the estimated nameplate capacity of the System (as set forth in Schedule 1 of the Special Conditions), (ii) terminate this Agreement with no liability whatsoever, including, but not limited to the Early Termination Fee, if Provider fails to commence construction of the System by the date that is ninety (90) days after the Guaranteed Construction Start Date, or (iii) if Provider fails to achieve Commercial Operation by the Guaranteed Commercial Operation Date, be entitled (as its sole remedy) to Delay Liquidated Damages not to exceed \$15/kW (DC) of the estimated nameplate capacity of the System (as set forth in Schedule 1 of the Special Conditions), plus (if Installation Work had commenced at the Premises as of the date of termination) any costs reasonably incurred by Purchaser to return its Premises to its condition prior to commencement of the Installation Work. Further, Purchaser may terminate this Agreement with no liability whatsoever, including, but not limited to the Early Termination Fee, if Provider fails to commence Commercial Operation by the date that is sixty (60) days after the Guaranteed Commercial Operation Date. The Guaranteed Construction Start Date and Guaranteed Commercial Operation Date shall be extended on a day-for-day basis if any of the following occurs: (x) notwithstanding Provider’s commercially reasonable efforts, interconnection approval is not obtained within sixty (60) days after the Effective Date, provided that interconnection applications are submitted within 45 days of the later of (a) the Effective Date and (b) finalization of the System layout, (y) a Force Majeure Event occurs or for any delays by the Local Electric Utility or (z) an occurrence of any other unforeseeable event outside of Provider’s reasonable control, provided that Provider makes reasonable efforts to mitigate the impact of such events on the Guaranteed Construction Start Date or Guaranteed Commercial Operation Date (as applicable). Any such extension pursuant to subsection (z) shall be subject to the approval of Purchaser which shall not be unreasonably withheld, conditioned or delayed.

2.3 Purchase Option.

(i) On any Purchase Date, so long as a Purchaser Default shall not have occurred and be continuing, Purchaser has the option to purchase the System for a purchase price (the “Option Price”) equal to the greater of (a) the Fair Market Value of the System as of the Purchase Date, or (b) the Early Termination Fee as of the Purchase Date, as specified in Schedule 3, Column 2 of the Special Conditions. To exercise its purchase option, Purchaser shall, not less than one hundred and eighty (180) days prior to the proposed Purchase Date, provide written notice to Provider of Purchaser’s intent to exercise its option to purchase the System on such Purchase Date. Within thirty (30) days of receipt of Purchaser’s notice, Provider shall specify the Option Price, and provide all calculations and assumptions supporting said Option Price to Purchaser. Purchaser shall then have a period of thirty (30) days after notification to confirm or retract its decision to exercise the purchase option or, if the Option Price is equal to the Fair Market Value of the System, to dispute the determination of the Fair Market Value of the System. In the event Purchaser confirms its exercise of the purchase option in writing to Provider (whether before or after any determination of the Fair Market Value determined pursuant to Section 2.3(ii)), (i) the Parties shall promptly execute all documents necessary to (A) cause title to the System to pass to Purchaser on the Purchase Date, free and clear of any Liens, and (B) assign all vendor warranties for the System to Purchaser, and (ii) Purchaser shall pay the Option Price to Provider on the Purchase Date, such payment to be made in accordance with any previous written instructions delivered to Purchaser by Provider or Provider’s Financing Party, as applicable, for payments under this Agreement. Upon execution of the documents and payment of the Option Price, in each case as described in the preceding sentence, this Agreement shall terminate automatically. Payment of the Option Price shall be in lieu of and instead of any payments as described in Section 2.2 hereof. In the event Purchaser retracts its exercise of, or does not timely confirm, the purchase option, the provisions of this Agreement shall be applicable as if Purchaser had not exercised any option to purchase the System.

(ii) Determination of Fair Market Value. If the Option Price indicated by Provider in accordance with Section 2.3(i) is equal to the Fair Market Value (as determined and demonstrated by supporting documentation provided by Provider) and Purchaser disputes such stated Fair Market Value within thirty (30) days of receipt of such notice from Provider, then the Parties shall mutually select an independent appraiser with experience and expertise in the Energy Services industry. Such appraiser shall have expertise and experience in valuing photovoltaic systems, resale markets for such systems and related environmental attributes, and shall act reasonably and in good faith to determine Fair Market Value and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser shall be binding upon the Parties in the absence of fraud or manifest error; however, if Purchaser in good faith disputes the valuation made by the appraiser, Purchaser shall have the right to retract its decision to exercise the Purchase Option. The costs of the appraisal shall be borne by Purchaser if such appraisal results in a value equal or greater than the value provided by Provider pursuant to Section 2.3(i); otherwise, the Parties shall equally share such cost.

2.4 Removal of System at Expiration. Subject to Purchaser’s exercise of its purchase option under Section 2.3, upon the expiration or earlier termination of this Agreement, Provider shall, at Provider’s expense, remove all of its tangible property comprising the System from the Premises on a mutually convenient date but in no case later than ninety (90) days after the Termination Date. The Premises shall be returned to its original condition, except for System mounting pads or other support structures on roof-mounted systems only, and ordinary wear and tear. If the System is to be located on a roof, then in no case shall Provider’s removal of the System affect the integrity of Purchaser’s roof, which shall be as leak proof as it was prior to removal of System (other than ordinary wear and tear). For purposes of Provider’s removal of the System, Purchaser’s covenants pursuant to Section 7.2 shall remain in effect until the date of actual removal of the System. Provider shall leave the Premises in neat and clean order. If Provider fails to remove or commence substantial efforts to remove the System by such agreed upon date, Purchaser shall have the right, at its option, to remove the System to a public warehouse and restore the Premises to its original condition (other than System mounting pads or other support structures and ordinary wear and tear) at Provider’s reasonable cost.

2.5 Conditions Prior to the Commercial Operation Date.

(a) In the event that any of the following events or circumstances occur prior to the Commercial Operation Date, Provider may (at its sole discretion) provide notice that it is terminating this Agreement, in which case neither Party shall have any liability to the other except for any such liabilities that may have accrued prior to such termination, including but not limited to Provider’s restoration of the Premises in accordance with Section 2.4:



(i) Provider determines that the Premises, as is, is insufficient to accommodate the System or unsuitable for construction or operation of the System.

(ii) There exist site conditions (including environmental conditions) or construction requirements that were not known as of the Effective Date and that could reasonably be expected to materially increase the cost of Installation Work or would adversely affect the electricity production from the System as designed.

(iii) There is a material adverse change in the regulatory environment, incentive program or federal or state tax code (including the expiration of any incentive program or tax incentives in effect as of the Effective Date) that could reasonably be expected to adversely affect the economics of the installation for Provider and its investors.

(iv) Provider is unable to obtain financing for the System on terms and conditions satisfactory to it.

(v) Provider has not received: (1) a fully executed a license in the form of Exhibit A of these General Conditions from the owner of the Premises (if the Purchaser is a tenant), (2) a release or acknowledgement from any mortgagee of the Premise, if required by Provider's Financing Party, to establish the priority of its security interest in the System, and (3) such other documentation as may be reasonably requested by Provider to evidence Purchaser's ability to meet its obligations under Section 7.2(d)(ii) to ensure that Provider will have access to the Premises throughout the Term.

(vi) There has been a material adverse change in the rights of Purchaser to occupy the Premises or Provider to construct the System on the Premises.

(vii) Purchaser has determined that there are easements, CCRs or other land use restrictions, liens or encumbrances that would materially impair or prevent the installation, operation, maintenance or removal of the System.

(ix) There has been a material adverse change in Purchaser's credit-worthiness.

(b) If any of the conditions set forth in Section 2.5(a) are partly or wholly unsatisfied, and Provider wishes to revise the information in the Special Conditions, then Provider may propose modifications to the Special Conditions for acceptance by Purchaser. If Purchaser does not accept such modified Special Conditions, Provider may terminate this Agreement as provided in Section 2.5(a) and shall restore the Premises in accordance with Section 2.4. If Purchaser accepts such revised Special Conditions, such revised Special Conditions shall be deemed an amendment of this Agreement, and this Agreement shall remain in force and effect upon execution by both Parties.

2.6 Co-Located Systems. With respect to any Systems that are co-located at the same Premises and connected to the same meter, the Parties acknowledge that the Systems are intended to be owned and operated as one integrated system, and that the Energy Services Payment (a) represents the added value of integrating the Systems to enable Provider's delivery of the Energy Services pursuant to the Agreements when needed by Purchaser, and (b) is a component part of the total consideration payable to Provider in exchange for Provider's comprehensive duties under this Agreement and the Agreement(s) related to the other co-located System(s). Accordingly, the Parties further agree (x) to treat the Systems as one integrated system for all purposes, and (y) that any right or option that is exercised with respect to the System or this Agreement, whether in respect of early termination, purchase option or otherwise, shall also be exercised with respect to the Agreement(s) related to the other co-located System(s).

### 3. CONSTRUCTION, INSTALLATION AND TESTING OF SYSTEM.

3.1 Installation Work. Provider will cause the System (by using one or more qualified contractors holding the appropriate licenses required in the jurisdiction where the System will be installed) to be designed, engineered, installed and constructed substantially in accordance with Schedule 1 of the Special Conditions and Applicable Law. At its request, Purchaser shall have the right to review all construction plans and designs, including engineering evaluations of the impact of the System. Provider shall perform the Installation Work at the Premises between the hours of 7:00 a.m. and 7:00 p.m. in a manner that minimizes inconvenience to and interference with the use of the Premises to the extent commercially practical.

3.2 Approvals; Permits. Purchaser shall assist Provider in obtaining all necessary consents, approvals and permits required to perform Purchaser's obligations under this Agreement, including but not limited to those related to the Local Electric Utility, any Governmental Approval, and any consents, waivers, approvals or releases required pursuant to any applicable contract or CCR.

3.3 System Acceptance Testing.

(a) Provider shall conduct testing of the System in accordance with such methods, acts, guidelines, standards and criteria reasonably accepted or followed by providers of Energy Services similar to those provided by the System in the United States. Provider shall provide Purchaser with reasonable advanced notice of such testing and shall permit Purchaser or Purchaser's representative to observe such testing. Purchaser's observation of such testing shall not be construed as or deemed an approval of such testing or test results.

(b) If the results of such testing indicate that the System is capable of providing the Energy Services, using such instruments and meters as have been installed for such purposes, and the System has been approved for interconnected operation by the Local Electric Utility ("Commercial Operation"), then Provider shall send a written notice to Purchaser to that effect, and the date of such notice shall be the "Commercial Operation Date".

4. SYSTEM OPERATIONS.

4.1 Provider as Owner and Operator. The System will be owned by Provider or Provider's Financing Party and will be operated and maintained and, as necessary, repaired by Provider at its sole cost and expense; *provided*, any repair or maintenance costs incurred by Provider as a result of Purchaser's negligence or breach of its obligations hereunder shall be reimbursed by Purchaser.

4.2 Metering. Provider shall install and maintain a utility grade kilowatt-hour (kWh) meter for the measurement of electrical energy provided by the System and may, at its election, install a utility grade kilowatt-hour (kWh) meter for the measurement of electrical energy delivered by the Local Electric Utility and consumed at the Premises. Such meter(s) shall meet the general commercial standards of the solar photovoltaic industry or the required standards of the Local Electric Utility.

4.2.1 Meter Testing.

(a) Provider shall provide certificates of calibration for all meters prior to the time of their installation, no meter will be placed in service for which Provider has not provided certificates of calibration. Provider shall test or arrange for all meters to be tested in accordance with the meter manufacturer's recommendations. Provider shall bear all costs and expenses associated with each meter testing. Purchaser shall be notified at least ten (10) days in advance of such testing and shall have the right to be present during such tests. Provider shall provide Purchaser with detailed written results of all meter tests.

(b) Provider shall test or arrange for meter inspection and testing bi-annually when performing System operations and maintenance.

4.2.2 Cost of Meter Repair.

(a) If meter testing, as described above demonstrates that a meter was operating outside of its allowable calibrations (+/- 2%), then Provider will pay for the cost of repairs or replacement necessary to restore a meter to proper working order.

(b) If a meter is found to be inaccurate by more than two percent (2%), invoices for the prior six (6) months or from the last date such meter was registering accurately, whichever period is less, shall be adjusted to reconcile the discrepancy and payment for the amount of the adjustment issued by the appropriate party within 45 days, except that Purchaser shall not be obligated to pay interest on any amount found to be due because a meter was operating outside of its allowable calibration (+/- 2%).

4.2.3 Meter Data. Provider shall gather and maintain the data from all meters, including but not limited to, interval data registered at least once every fifteen (15) minutes (“Meter Data”), and shall make such Meter Data promptly available to Purchaser at Purchaser’s request.

4.3 System Disruptions. In the event that (a) the owner or lessee of the Premises repairs the Premises for any reason not directly related to damage caused by the System, and such repair requires the partial or complete temporary disassembly or movement of the System, or (b) any act or omission of Purchaser or Purchaser’s employees, Affiliates, agents or subcontractors (collectively, a “Purchaser Act”) results in a disruption or outage in System production, then, in either case, Purchaser shall (i) pay Provider for all work required by Provider to disassemble or move the System and (ii) continue to make all payments for the Energy Services during such period of System disruption (the “Disruption Period”), and (iii) reimburse Provider for any other lost revenue during the Disruption Period, including any lost revenue associated with any reduced sales of Environmental Attributes and any reduced System-based Incentives, if applicable, during the Disruption Period. For the purpose of calculating Energy Services Payments and lost revenue for such Disruption Period, Energy Services for each month of said months shall be deemed to have been produced at the average rate over the same month for which data exists (or, if the disruption occurs within the first twelve (12) months of operation, the average over such period of operation). Notwithstanding the foregoing, Purchaser shall be entitled to exercise its rights under Section 9 (Allowed Disruption Time) of the Special Conditions.

## 5. TITLE TO SYSTEM.

5.1 Throughout the duration of this Agreement, Provider or Provider’s Financing Party shall be the legal and beneficial owner of the System at all times, and the System shall remain the personal property of Provider or Provider’s Financing Party and shall not attach to or be deemed a part of, or fixture to, the Premises. The System shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Purchaser covenants that it will use reasonable commercial efforts to place all parties having an interest in or lien upon the real property comprising the Premises on notice of the ownership of the System and the legal status or classification of the System as personal property. If there is any mortgage or fixture filing against the Premises which could reasonably be construed as attaching to the System as a fixture of the Premises, Purchaser shall provide, at Provider’s request, a disclaimer or release from such lien holder. If Purchaser is the fee owner of the Premises, Purchaser consents to the filing by Provider, on behalf of Purchaser, of a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction of the Premises. If Purchaser is not the fee owner, Purchaser will, at Provider’s request, use commercially reasonable efforts to obtain such consent from such owner.

5.2 Environmental Attributes And System-Based Incentives. Purchaser’s purchase of Energy Services includes Environmental Attributes, but does not include System-based incentives. System-based Incentives shall be owned by Provider or Provider’s financing party for the duration of the System’s operating life. Purchaser disclaims any right to System-based Incentives based upon the installation of the System at the Premises, and shall, at the request of Provider, execute any document or agreement reasonably necessary to fulfill the intent of this Section 5.2. During the Term, Provider shall establish and maintain a WREGIS sub-account to register and track renewable energy certificates (RECs) associated with generation produced by the System. Unless Purchaser prefers a different sub-account designation, RECs transferred into the WREGIS sub-account will be tagged by Provider as retired on behalf of Purchaser. Provider will provide Purchaser read-only access to the WREGIS sub-account and provide an annual report to Purchaser on the status of the RECs. Purchaser understands that if RECs are retired they cannot be used for any other purpose or ‘un-retired’

## 6. PRICE AND PAYMENT.

6.1 Consideration. Purchaser shall pay to Provider a monthly Energy Services Payment for the Energy Services provided during each calendar month of the Term as set forth in the Special Conditions.

6.2 Invoice. Provider shall invoice Purchaser on or about the first day of each month (each, an “Invoice Date”), commencing on the first Invoice Date to occur after the Commercial Operation Date, for the Energy Services Payment in respect of the immediately preceding month. The last invoice shall include Energy Services provided only through the Termination Date of this Agreement. Invoices shall state, at a minimum, (i) the amount of actual electricity produced by the System and delivered to the delivery point during the invoice period (if applicable), (ii) the rates

applicable to, and any charges incurred by, Purchaser under this Agreement, and (iii) the total amount due from Purchaser.

6.3 Time of Payment. Purchaser shall pay all undisputed amounts due hereunder within thirty (30) days after Purchaser's receipt of an invoice from Provider.

6.4 Method of Payment. Purchaser shall make all payments under this Agreement either (a) by electronic funds transfer in immediately available funds to the account designated by Provider from time to time or (b) by check timely delivered to the location designated by Provider from time to time. All payments that are not paid when due shall bear interest accruing from the date becoming past due until paid in full at a rate equal to the Stated Rate.

6.5 Disputed Payments. If a *bona fide* dispute arises with respect to any invoice, Purchaser shall not be deemed in default under this Agreement and the Parties shall not suspend the performance of their respective obligations hereunder, including payment of undisputed amounts owed hereunder. If an amount disputed by Purchaser is subsequently deemed to have been due pursuant to the applicable invoice, interest shall accrue at the Stated Rate on such amount from the date becoming past due under such invoice until the date paid.

## 7. GENERAL COVENANTS.

7.1 Provider's Covenants. Provider covenants and agrees to the following:

(a) Notice of Damage or Emergency. Provider shall (x) promptly notify Purchaser if it becomes aware of any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System, (y) immediately notify Purchaser if it becomes aware of any event or circumstance relating to the System or the Premises that poses a significant risk to human health, the environment, the System or the Premises. In the event of unreasonable damage to the Premises caused by, or as the result of, the System, Provider shall, at its sole cost, repair said Premises to the condition existing prior to such damage.

(b) Governmental Approvals. While providing the Installation Work, Energy Services, and System Operations, Provider shall obtain and maintain and secure all Governmental Approvals required to be obtained and maintained and secured by Provider and to enable Provider to perform such obligations.

(c) Health and Safety. Provider shall take all necessary and reasonable safety precautions with respect to providing the Installation Work, Energy Services, and System Operations that shall comply with all Applicable Laws pertaining to the health and safety of persons and real and personal property. All work shall be performed by licensed professionals, as may be required by Applicable Law, and in accordance with such methods, acts, guidelines, standards and criteria reasonably accepted or followed by a majority of System integrators in the United States.

(d) Liens. Other than a Financing Party's security interest in or ownership of the System, Provider shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim of any nature ("Liens") on or with respect to the Premises or any interest therein, in each case to the extent such Lien arises from or is related to Provider's performance or non-performance of its obligations hereunder. If Provider breaches its obligations under this Section, it shall (i) immediately notify Purchaser in writing, (ii) promptly cause such Lien to be discharged and released of record without cost to Purchaser, and (iii) defend and indemnify Purchaser against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such Lien; *provided*, Provider shall have the right to contest any such Lien, so long as it provides a statutory bond or other reasonable assurances of payment that either remove such Lien from title to the Premises or that assure that any adverse judgment with respect to such Lien will be paid without affecting title to the Premises.

(e) System Condition. Provider shall take all actions reasonably necessary, including but not limited to repair and maintenance, to ensure that the System is capable of operating at a commercially reasonable continuous rate throughout the Term.

(f) Environmental Indemnification by Provider. Provider shall indemnify, hold harmless and defend Purchaser Indemnified Parties from and against all claims, pay costs and expenses, and conduct all actions required under Environmental Laws in connection with the deposit, release, or spill of any Hazardous Materials at, on, above, below or near the Premises by Provider. In no event shall Provider be responsible for the existence of any Hazardous Materials at the Premises prior to the Effective Date. Provider shall promptly notify Purchaser if it becomes aware of any Hazardous Materials, or any deposit, spill, or release of any Hazardous Materials at, on, above, below or near the Premises.

(g) Production Data. Provider shall provide Purchaser with access to System production data in electronic format, such as tabular Excel or csv with each production unit in a separate cell. Production data could be delivered monthly or by granting Purchaser access to a web portal.

(h) Solicitation of Improper Consideration. Provider shall immediately report any attempt by a Purchaser officer or employee to solicit Improper Consideration. The report shall be made either to the Purchaser manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

7.2 Purchaser's Covenants. Purchaser covenants and agrees as follows:

(a) Notice of Damage or Emergency. Purchaser shall (i) promptly notify Provider if it becomes aware of any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System, (ii) immediately notify Provider it becomes aware of any event or circumstance that poses an imminent risk to human health, the environment, the System or the Premises. In the event of damage to Purchaser's premises caused by, or as the result of, the System, Provider shall, at its sole cost, repair said premises to the condition existing prior to such damage.

(b) Liens. Purchaser shall not directly or indirectly cause, create, incur, assume or suffer to exist any Liens on or with respect to the System or any interest therein. If Purchaser breaches its obligations under this Section, it shall immediately notify Provider in writing, shall promptly cause such Lien to be discharged and released of record without cost to Provider, and shall indemnify Provider against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such Lien.

(c) Consents and Approvals. To the extent that only Purchaser is authorized to request, obtain or issue any necessary approvals, Governmental Approvals, rebates or other financial incentives, Purchaser shall cooperate with Provider to obtain or issue such approvals, Governmental Approvals, rebates or other financial incentives in the name of Provider. Purchaser shall provide to Provider copies of all Governmental Approvals and CCRs applicable to the Premises, other than those obtained by Provider or to which Provider is a party.

(d) Access to Premises, Grant of License.

(i) Purchaser hereby grants to Provider a revocable non-exclusive license coterminous with the Term containing all the rights necessary for Provider to use and occupy portions of the Premises for the installation, operation, maintenance and removal of the System pursuant to the terms of this Agreement, including ingress and egress rights to the Premises for Provider and its employees, contractors and subcontractors and access to electrical panels and conduits to interconnect or disconnect the System with the Premises' electrical wiring; *provided*, with respect to Provider's access to the Site, such license shall be subject to conditions or limitations for the protection of minor students that are imposed generally on commercial contractors by Purchaser or by Applicable Law. If Provider's financing structure requires that Purchaser enter into a license agreement directly with Financing Party, Provider shall enter into such an agreement which shall be in a form set forth by Provider and which contain substantially the same rights as set forth in this Section 7.2(d).

(ii) Regardless of whether Purchaser is owner of the Premises or leases the Premises from a landlord, Purchaser hereby covenants that (x) Provider shall have access to the Premises and System during the Term of this Agreement and for so long as needed after termination to remove the System pursuant to the applicable provisions herein, and (y) neither Purchaser nor Purchaser's landlord will interfere or handle any Provider equipment or the

System without written authorization from Provider; *provided*, Purchaser and Purchaser's landlord shall at all times have access to and the right to observe the Installation Work or System removal.

(iii) If Purchaser is a lessee of the Premises, Purchaser further covenants that it shall deliver to Provider, a license from Purchaser's landlord in substantially the form attached hereto as Exhibit A of these General Conditions.

(e) Temporary storage space during installation or removal. Purchaser shall use commercially reasonable efforts to provide for sufficient space at the Premises for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during the Installation Work, System Operations or System removal, and access for rigging and material handling. Subject to Purchaser's indemnity obligations set forth herein, Purchaser shall have no liability whatsoever in connection with personal property or equipment of Provider or Provider's employees, consultants, contractors, subcontractors, and vendors. Provider shall be solely responsible for the safety and security of Provider's employees, consultants, contractors, subcontractors, and vendors, as well as any personal property, including but not limited to, any tools, materials, and equipment of such parties used or stored on the Premises.

(f) Environmental Documents. On or before the Effective Date of each Special Conditions Purchaser shall identify and set forth in each Special Conditions and unless previously delivered, Purchaser shall, to the extent the same are known and in the possession or control of Purchaser, deliver to Provider copies of all reports, agreements, plans, inspections, tests, studies or other materials concerning the presence of Hazardous Materials at, from or on the Premises including, but not limited to, soil reports, design drawings, environmental reports, sampling results or other documents relating to Hazardous Materials that have been identified or may be present on, in or under the Premises (collectively, the "Environmental Documents"). Thereafter, Purchaser agrees to provide copies of any new Environmental Documents within ten (10) days of receipt of same. Purchaser hereby agrees to furnish such other documents in Purchaser's possession or control with respect to Governmental Approvals compliance with Environmental Law or Hazardous Materials with respect to the Premises as may be reasonably requested by Provider from time to time.

(g) Compliance with Environmental Laws. Notwithstanding anything to the contrary in this Agreement, Purchaser shall operate and maintain the Premises to comply with the requirements of all applicable Environmental Laws that limit or govern the conditions or uses of the Premises, without impairing or interfering with Provider's construction, operation and ownership of the System or occupancy of the Premises. In no event shall Provider have any liability or obligation with respect to any Pre-existing Environmental Condition on, in or under the Premises, or operations or maintenance of the Premises required to comply with Environmental Laws with respect to Pre-Existing Environmental Conditions.

(h) Environmental Indemnification by Purchaser. Purchaser shall indemnify, hold harmless and defend Provider from and against all claims, pay costs and expenses, and conduct all actions required under Environmental Laws in connection with (i) the existence at, on, above, below or near the Premises of any Pre-existing Environmental Conditions, and (ii) any Hazardous Materials released, spilled or deposited at, on above or below the Premises by the Purchaser. Purchaser shall promptly notify Provider if it becomes aware of any Hazardous Materials, or any deposit, spill, or release of any Hazardous Materials at, on, above, below or near the Premises.

## 8. REPRESENTATIONS & WARRANTIES.

8.1 Representations and Warranties of Both Parties. In addition to any other representations and warranties contained in this Agreement, each Party represents and warrants to the other as of the Effective Date that:

- (a) it is duly organized and validly existing and in good standing in the jurisdiction of its organization;
- (b) it has the full right and authority to enter into, execute, deliver, and perform its obligations under this Agreement;
- (c) it has taken all requisite corporate or other action to approve the execution, delivery, and performance of the Agreement;

(d) this Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms, except as may be limited by applicable bankruptcy and other similar laws now or hereafter in effect;

(e) there is no litigation, action, proceeding or investigation pending or, to the best of its knowledge, threatened before any court or other Governmental Authority by, against, affecting or involving any of its business or assets that could reasonably be expected to adversely affect its ability to carry out the transactions contemplated herein;

(f) its execution and performance of this Agreement and the transactions contemplated hereby do not and will not constitute a breach of any term or provision of, or a default under, (i) any contract, agreement or Governmental Approval to which it or any of its Affiliates is a party or by which it or any of its Affiliates or its or their property is bound, (ii) its organizational documents, or (iii) any Applicable Laws; and

(g) its execution and performance of this Agreement and the transactions contemplated hereby do not and will not require any consent from a third party, including any Governmental Approvals from any Governmental Authority, that are not identified in the Special Conditions.

8.2 Representations of Purchaser. Purchaser represents and warrants to Provider as of the Effective Date that:

(a) Purchaser acknowledges that it has been advised that part of the collateral securing the financial arrangements for the System may be the granting of a first priority perfected security interest (the "Security Interest") in the System to a Financing Party;

(b) To Purchaser's knowledge, the granting of the Security Interest will not violate any term or condition of any covenant, restriction, lien, financing agreement, or security agreement affecting the Premises;

(c) Purchaser is aware of no existing lease, mortgage, security interest or other interest in or lien upon the Premises that could attach to the System as an interest adverse to Provider's Financing Party's Security Interest therein;

(d) To Purchaser's knowledge, there exists no event or condition which constitutes a default, or would, with the giving of notice or lapse of time, constitute a default under this Agreement;

(e) To Purchaser's knowledge, Purchaser has identified and disclosed to Provider in the Special Conditions (i) all Environmental Documents in Purchaser's possession or control, (ii) all CCRs, Governmental Approvals or other restrictions imposed under Applicable Laws with respect to the use of the Premises that could affect the construction and operation of the System within Purchaser's possession or control, and (iii) all environmental reports, studies, data or other information relating to the use of the Premises by Provider within the Purchaser's possession or control;

(f) To Purchaser's knowledge, the Premises is in compliance with Environmental Laws, and that Purchaser holds and is in compliance with all Governmental Approvals required for the ownership and any current operations or activities conducted at the Premises; and

(g) Purchaser has identified in the Special Conditions and delivered to Provider all material reports and information concerning the presence or release of Hazardous Materials on, in or under the Premises in Purchaser's possession or control.

Any Financing Party shall be an intended third-party beneficiary of this Section 8.2.

8.3 EXCLUSION OF WARRANTIES. EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY SET FORTH HEREIN, THE INSTALLATION WORK, SYSTEM OPERATIONS, AND ENERGY SERVICES PROVIDED BY PROVIDER TO PURCHASER PURSUANT TO THIS AGREEMENT SHALL BE "AS-IS WHERE-IS." NO OTHER WARRANTY TO PURCHASER OR ANY OTHER PERSON, WHETHER EXPRESS,

IMPLIED OR STATUTORY, IS MADE AS TO THE INSTALLATION, DESIGN, DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, USEFUL LIFE, FUTURE ECONOMIC VIABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE SYSTEM, THE ENERGY SERVICES OR ANY OTHER SERVICE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY PROVIDER.

## 9. TAXES AND GOVERNMENTAL FEES.

9.1 Purchaser Obligations. Purchaser shall reimburse and pay for any documented taxes, fees or charges imposed or authorized by any Governmental Authority and paid by Provider due to Provider's sale of the Energy Services to Purchaser (other than income taxes imposed upon Provider). Provider shall notify Purchaser in writing with a detailed statement of such amounts, which shall be invoiced by Provider and payable by Purchaser. Purchaser shall timely report, make filings for, and pay any and all sales, use, income, gross receipts or other taxes, and any and all franchise fees or similar fees assessed against it due to its purchase of the Energy Services. This Section 9.1 excludes taxes specified in Section 9.2.

9.2 Provider Obligations. Subject to Section 9.1 above, Provider shall be responsible for all income, gross receipts, ad valorem, personal property or real property or other similar taxes and any and all franchise fees or similar fees assessed against it due to its ownership of the System.

## 10. FORCE MAJEURE.

10.1 Definition. "Force Majeure Event" means any act or event that prevents the affected Party from performing its obligations in accordance with this Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing conditions, "Force Majeure Event" shall include without limitation the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning, volcanic eruptions and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; (iv) strikes or labor disputes (except strikes or labor disputes caused solely by employees of Provider or as a result of such party's failure to comply with a collective bargaining agreement); and (v) action or inaction by a Governmental Authority (unless Purchaser is a Governmental Authority and Purchaser is the Party whose performance is affected by such action nor inaction). A Force Majeure Event shall not be based on the economic hardship of either Party, or upon the expiration of any lease of the Premises by the Purchaser from the owner of the Premises.

10.2 Excused Performance. Except as otherwise specifically provided in this Agreement, neither Party shall be considered in breach of this Agreement or liable for any delay or failure to comply with this Agreement (other than the failure to pay amounts due hereunder), if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; *provided*, the Party claiming relief under this Article 10 shall as soon as practicable after becoming aware of the circumstances constituting Force Majeure (i) notify the other Party in writing of the existence of the Force Majeure Event, (ii) exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, (iii) notify the other Party in writing of the cessation or termination of said Force Majeure Event and (iv) resume performance of its obligations hereunder as soon as practicable thereafter; *provided*, Purchaser shall not be excused from making any payments and paying any unpaid amounts due in respect of Energy Services delivered to Purchaser prior to the Force Majeure Event performance interruption. Subject to Section 10.3 below, the Parties agree that to the extent permitted by Applicable Law, the Term of this Agreement shall extend on a day for day basis for every day in which the occurrence of a Force Majeure Event has affected either Party's performance of its obligations hereunder.

10.3 Termination in Consequence of Force Majeure Event. If a Force Majeure Event shall have occurred that has affected Provider's performance of its obligations hereunder and that has continued for a continuous period of one hundred eighty (180) days, then either Party shall be entitled to terminate this Agreement upon ninety (90) days' prior written notice to the other Party. If at the end of such ninety (90) day period such Force Majeure Event shall still continue, this Agreement shall automatically terminate. Upon such termination for a Force Majeure Event,



neither Party shall have any liability to the other (other than any such liabilities that have accrued prior to such termination, including but not limited to Provider's obligations to remove the System and restore the Premises as set forth herein), and Purchaser shall have no obligation to pay the Early Termination Fee.

## 11. DEFAULT.

### 11.1 Provider Defaults and Purchaser Remedies.

(a) Provider Defaults. The following events shall be defaults with respect to Provider (each, a "Provider Default"):

- (i) A Bankruptcy Event shall have occurred with respect to Provider;
- (ii) Provider fails to pay Purchaser any undisputed amount owed under the Agreement within thirty (30) days from receipt of notice from Purchaser of such past due amount;
- (iii) Provider breaches any material representation, covenant or other term of this Agreement and (A) if such breach can be cured within thirty (30) days after Purchaser's written notice of such breach and Provider fails to so cure, or (B) Provider fails to commence and pursue a cure within such thirty (30) day period if a longer cure period is needed; and

(iv) Provider has offered or given consideration, in any form, either directly or through an intermediary, to any Purchaser officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement or the making of any determinations with respect to the Provider's performance pursuant to this Agreement, in violation of Los Angeles County – Board of Supervisors Policy Manual. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts ("Improper Consideration").

(b) Purchaser's Remedies. If a Provider Default described in Section 11.1(a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Article 12, Purchaser may terminate this Agreement with no penalty or liability whatsoever, including but not limited to the Early Termination Fee, and exercise any other remedy it may have at law or equity or under this Agreement.

### 11.2 Purchaser Defaults and Provider's Remedies.

(a) Purchaser Default. The following events shall be defaults with respect to Purchaser (each, a "Purchaser Default"):

- (i) A Bankruptcy Event shall have occurred with respect to Purchaser;
- (ii) Purchaser breaches any material representation, covenant or other term of this Agreement if (A) such breach can be cured within thirty (30) days after Provider's notice of such breach and Purchaser fails to so cure, or (B) Purchaser fails to commence and pursue said cure within such thirty (30) day period if a longer cure period is needed, such longer cure period not to exceed ninety (90) days; and

(iii) Purchaser fails to pay Provider any undisputed amount due Provider under this Agreement within thirty (30) days from receipt of notice from Provider of such past due amount.

(b) Provider's Remedies. If a Purchaser Default described in Section 11.2(a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Article 12, Provider may terminate this Agreement and upon such termination, (A) Provider shall be entitled to receive from Purchaser the Early Termination Fee set forth on Schedule 3, Column 1 of the Special Conditions, and (B) Provider may exercise any other remedy it may have at law or equity or under this Agreement.

11.3 Cross Default. With respect to any Systems that are co-located at the same Premises, if a Party defaults under this Agreement, it shall also be a default of such Party under the Agreement(s) related to the other co-located System(s); *provided*, a cure of the original default shall be a cure of any such cross default. In the event of a cross default, the non-defaulting Party shall be entitled to exercise its rights with respect to this Agreement and all such other Agreements, including terminating all such Agreements and, if Provider terminates one or more Agreements due to a Purchaser Default, Purchaser shall pay the Early Termination Fees for all such terminated Agreements.

11.4 Removal of System. Upon any termination of this Agreement pursuant to this Article 11 and payment of the Early Termination Fee (if applicable), Provider will remove the System pursuant to Section 2.4 hereof.

## 12. LIMITATIONS OF LIABILITY.

12.1 Except as expressly provided herein, neither Party shall be liable to the other Party or its Indemnified Persons for any special, punitive, exemplary, indirect, or consequential damages, losses or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with this Agreement.

12.2 A Party's maximum liability to the other Party under this Agreement, shall be limited to the aggregate Estimated Remaining Payments as of the date of the events giving rise to such liability, *provided*, the limits of liability under this Section 12.2 shall not apply with respect to (i) indemnity obligations hereunder in respect of personal injury or environmental claims and (ii) any obligation of Purchaser to pay Energy Service Payments, the Early Termination Fee or the Option Price, (iii) any obligation of Provider to pay for Lost Savings in accordance with the Special Conditions and (iv) if applicable, any obligation of Provider to remove the System and restore the Premises in accordance with Section 2.4.

## 13. ASSIGNMENT.

13.1 Assignment by Provider. Provider shall not sell, transfer or assign (collectively, an "Assignment") the Agreement or any interest therein, without the prior written consent of Purchaser, which shall not be unreasonably withheld, conditioned or delayed; *provided*, Purchaser agrees that Provider may assign this Agreement without the consent of the Purchaser to an Affiliate of Provider or any party providing financing for the System. In the event that Provider identifies a secured Financing Party in the Special Conditions, or in a subsequent notice to Purchaser, then Purchaser shall comply with the provisions set forth in Exhibit B of these General Terms and Conditions and agrees to provide such estoppels, acknowledgments and opinions of counsel as Provider may reasonably request from time to time. Any Financing Party shall be an intended third-party beneficiary of this Section 13.1. Any Assignment by Provider without obtaining the prior written consent and release of Purchaser, when such consent is required by this Section 13.1, shall not release Provider of its obligations hereunder.

13.2 Acknowledgment of Collateral Assignment. In the event that Provider identifies a secured Financing Party in the Special Conditions, or in a subsequent notice to Purchaser, then Purchaser hereby acknowledges:

(a) The collateral assignment by Provider to the Financing Party, of Provider's right, title and interest in, to and under this Agreement, as consented to under Section 13.1 of this Agreement.

(b) That the Financing Party as such collateral assignee shall be entitled to exercise any and all rights of lenders generally with respect to Provider's interests in this Agreement.

(c) That it has been advised that Provider has granted a first priority perfected security interest in the System to the Financing Party and that the Financing Party has relied upon the characterization of the System as personal property, as agreed in this Agreement in accepting such security interest as collateral for its financing of the System.

Any Financing Party shall be an intended third- party beneficiary of this Section 13.2.

13.3 Assignment by Purchaser. Purchaser shall not assign this Agreement or any interest therein, without Provider's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Any Assignment by Purchaser without the prior written consent of Provider shall not release Purchaser of its obligations hereunder.

#### 14. NOTICES.

14.1 Notice Addresses. Unless otherwise provided in this Agreement, all notices and communications concerning this Agreement shall be in writing and addressed to the other Party (or Financing Party, as the case may be) at the addresses set forth in the Special Conditions, or at such other address as may be designated in writing to the other Party from time to time.

14.2 Notice. Unless otherwise provided herein, any notice provided for in this Agreement shall be hand delivered, sent by registered or certified U.S. Mail, postage prepaid, or by commercial overnight delivery service, and shall be deemed delivered to the addressee or its office when received at the address for notice specified above when hand delivered, upon confirmation of sending when sent by facsimile (if sent during normal business hours or the next Business Day if sent at any other time), on the Business Day after being sent when sent by overnight delivery service (Saturdays, Sundays and legal holidays excluded), or five (5) Business Days after deposit in the mail when sent by U.S. mail.

14.3 Address for Invoices. All invoices under this Agreement shall be sent to the address provided by Purchaser. Invoices shall be sent by regular first class mail postage prepaid.

#### 15. CONFIDENTIALITY.

15.1 Confidentiality Obligation. If either Party provides confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the financing, design, operation and maintenance of the System or of Purchaser's business ("Confidential Information") to the other or, if in the course of performing under this Agreement or negotiating this Agreement a Party learns Confidential Information regarding the facilities or plans of the other, the receiving Party shall (a) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of this Agreement. Notwithstanding the above, a Party may provide such Confidential Information to its officers, directors, members, managers, employees, agents, contractors, consultants, Affiliates, lenders (existing or potential), investors (existing or potential) and potential third-party assignees of this Agreement or third-party acquirers of Provider or its Affiliates (provided and on condition that such potential third-party assignees be bound by a written agreement restricting use and disclosure of Confidential Information) (collectively, "Representatives"), in each case whose access is reasonably necessary. Each such recipient of Confidential Information shall be informed by the Party disclosing Confidential Information of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. In any event, each Party shall be liable (with respect to the other Party) for any breach of this provision by any entity to whom that Party improperly discloses Confidential Information. The terms of this Agreement (but not its execution or existence) shall be considered Confidential Information for purposes of this Article, except as set forth in Section 15.3. All Confidential Information shall remain the property of the disclosing Party and shall be returned to the disclosing Party or destroyed after the receiving Party's need for it has expired or upon the request of the disclosing Party.

15.2 Permitted Disclosures. Notwithstanding any other provision herein, neither Party shall be required to hold confidential any information that:

- (a) Becomes publicly available other than through the receiving Party;
- (b) Is required to be disclosed by a Governmental Authority, under Applicable Law, including but not limited to the California Public Records Act, or pursuant to a validly issued subpoena or required filing, but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement;

- (c) Is independently developed by the receiving Party; or
- (d) Becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality.

15.3 Goodwill and Publicity. Neither Party shall use the name, trade name, service mark, or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement, and each Party shall have the right to promptly review, comment upon, and approve any publicity materials, press releases, or other public statements by the other Party that refer to, or that describe any aspect of, this Agreement; *provided*, no such publicity releases or other public statements (except for filings or other statements or releases as may be required by Applicable Law) shall be made by either Party without the prior written consent of the other Party. At no time will either Party acquire any rights whatsoever to any trademark, trade name, service mark, logo or other intellectual property right belonging to the other Party. Notwithstanding the foregoing, Purchaser agrees that Provider may, at its sole discretion, take photographs of the installation process of the System and/or the completed System, and Provider shall be permitted to use such images (regardless of media) in its marketing efforts, including but not limited to use in brochures, advertisements, websites and news outlet or press release articles. The images shall not include any identifying information without Purchaser permission and the installation site shall not be disclosed beyond the type of establishment (such as "Retail Store," "Distribution Center," or such other general terms), the city and state.

15.4 Enforcement of Confidentiality Obligation. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Article 15 by the receiving Party or its Representatives or other Person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Article 15. To the fullest extent permitted by Applicable Law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Article 15, but shall be in addition to all other remedies available at law or in equity.

## 16. INDEMNITY.

16.1 Provider's Indemnity. Subject to Article 12, Provider agrees that it shall indemnify and hold harmless Purchaser, its permitted successors and assigns and their respective directors, officers, members, shareholders and employees (collectively, the "Purchaser Indemnified Parties") from and against any and all Losses incurred by Purchaser Indemnified Parties to the extent arising from or out of the following: any claim for or arising out of any injury to or death of any Person or loss or damage to property of any Person to the extent arising out of Provider's negligence or willful misconduct. Provider shall not, however, be required to reimburse or indemnify any Purchaser Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Purchaser Indemnified Party.

16.2 Purchaser's Indemnity. Subject to Article 12 and to the extent permitted by Applicable Law, Purchaser agrees that it shall indemnify and hold harmless Provider, its permitted successors and assigns and their respective directors, officers, members, shareholders and employees (collectively, the "Provider Indemnified Parties") from and against any and all Losses incurred by Provider Indemnified Parties to the extent arising from or out of any claim for or arising out of any injury to or death of any Person or loss or damage to property of any Person to the extent arising out of Purchaser's negligence or willful misconduct. Purchaser shall not, however, be required to reimburse or indemnify any Provider Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Provider Indemnified Party.

## 17. INSURANCE.

17.1 Generally. Purchaser and Provider shall each maintain the following insurance coverages in full force and effect throughout the Term either through insurance policies or acceptable self-insured retentions: (a) Workers' Compensation Insurance as may be from time to time required under applicable federal and state law, (b) Commercial General Liability Insurance with limits of not less than \$2,000,000 general aggregate, \$1,000,000 per

occurrence, and (c) automobile insurance with commercially reasonable coverages and limits. Additionally, Provider shall carry adequate property loss insurance on the System which need not be covered by Purchaser's property coverage. The amount and terms of insurance coverage will be determined at Provider's sole discretion.

17.2 Certificates of Insurance. Each Party, upon request, shall furnish current certificates evidencing that the insurance required under Section 17.1 is being maintained. Each Party's insurance policy provided hereunder shall contain a provision whereby the insured agrees to give the other Party thirty (30) days' written notice before the insurance is cancelled or materially altered.

17.3 Additional Insureds. Each Party's insurance policy shall be written on an occurrence basis and shall include the other Party as an additional insured as its interest may appear.

17.4 Insurer Qualifications. All insurance maintained hereunder shall be maintained with companies either rated no less than A- as to Policy Holder's Rating in the current edition of Best's Insurance Guide (or with an association of companies each of the members of which are so rated) or having a parent company's debt to policyholder surplus ratio of 1:1.

## 18. MISCELLANEOUS.

18.1 Integration; Exhibits. The Agreement, together with the Exhibits and Schedules attached thereto or incorporated by reference, constitute the entire agreement and understanding between Provider and Purchaser with respect to the subject matter thereof and supersedes all prior agreements relating to the subject matter hereof which are of no further force or effect. The Exhibits and Schedules attached to this Agreement, including these General Terms and Conditions as incorporated by reference, are integral parts of this Agreement and are an express part of this Agreement. In the event of a conflict between the provisions of these General Terms and Conditions and any applicable Special Conditions, the provisions of the Special Conditions shall prevail.

18.2 Amendments. This Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of Provider and Purchaser.

18.3 Industry Standards. Except as otherwise set forth herein, for the purpose of this Agreement the normal standards of performance within the Energy Services industry in the relevant market shall be the measure of whether a Party's performance is reasonable and timely. Unless expressly defined herein, words having well-known technical or trade meanings shall be so construed.

18.4 Cumulative Remedies. Except as set forth to the contrary herein, any right or remedy of Provider or Purchaser shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not.

18.5 [Reserved].

18.6 Limited Effect of Waiver. The failure of Provider or Purchaser to enforce any of the provisions of this Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provision, in any other instance or of any other provision in any instance.

18.7 Survival. The obligations under Section 2.4 (Removal of System), Section 7.1 (Provider Covenants), Sections 7.2(d), (e), (f), (g) and (h) (Purchaser Covenants), Section 8.3 (Exclusion of Warranties), Article 9 (Taxes and Governmental Fees), Article 12 (Limitation of Liability), Article 14 (Notices), Article 15 (Confidentiality), Article 18 (Miscellaneous), all payment or indemnification obligations accrued prior to termination of this Agreement, or pursuant to other provisions of this Agreement that, by their sense and context, are intended to survive termination of this Agreement shall survive the expiration or termination of this Agreement for any reason.

18.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to any choice of law principles. The Parties agree that the courts of the State of California and the Federal Courts sitting therein shall have jurisdiction over any action or proceeding arising under this Agreement to the fullest extent permitted by Applicable Law. The Parties waive to the fullest extent

permitted by Applicable Law any objection it may have to the laying of venue of any action or proceeding under this Agreement any courts described in this Section 18.8.

18.9 Severability. If any term, covenant or condition in this Agreement shall, to any extent, be invalid or unenforceable in any respect under Applicable Law, the remainder of this Agreement shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law and, if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.

18.10 Relation of the Parties. The relationship between Provider and Purchaser shall not be that of partners, agents, or joint ventures for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Provider and Purchaser, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

18.11 Successors and Assigns. This Agreement and the rights and obligations under this Agreement shall be binding upon and shall inure to the benefit of Provider and Purchaser and their respective successors and permitted assigns.

18.12 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

18.13 Electronic Delivery. This Agreement may be duly executed and delivered by a Party by execution and facsimile or electronic, "pdf" delivery of the signature page of a counterpart to the other Party.

18.14 Liquidated Damages Not Penalty. Purchaser acknowledges that the Early Termination Fee constitutes liquidated damages, and not penalties, in lieu of Provider's actual damages resulting from the early termination of this Agreement. Purchaser further acknowledges that Provider's actual damages may be impractical and difficult to accurately ascertain, and in accordance with Purchaser's rights and obligations under this Agreement, the Early Termination Fee constitutes fair and reasonable damages to be borne by Purchaser in lieu of Provider's actual damages.

*[Remainder of page intentionally left blank.]*

These General Terms and Conditions are witnessed and acknowledged by ForeFront Power and Purchaser below. Neither ForeFront Power nor Purchaser shall have any obligations or liability resulting from its witnessing and acknowledging these General Terms and Conditions.

“FOREFRONT POWER”: FFP BTM SOLAR, LLC

By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

“PURCHASER”: *Los Angeles County*

By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

**Exhibit A**  
**of General Terms and Conditions**

[PURCHASER'S LETTERHEAD]

[Landlord's Address]

Attn: Authorized Representative

Re: Proposed Energy System Installation at [Address of Premises]. Lease dated [ ] between [PURCHASER] and [LANDLORD] (the "Lease")

Dear Authorized Representative:

As has been discussed with you, [PURCHASER] ("Purchaser") and [FFP Entity], LLC ("Provider") have entered into an Energy Services Agreement, pursuant to which Provider will install, finance, operate, and maintain a [solar photovoltaic] [battery storage] system at the above-referenced premises which [PURCHASER] leases from you pursuant to the Lease. By signing below and returning this letter to us, you confirm that:

1. The [solar photovoltaic] [battery storage] system and the renewable energy (including environmental credits and related attributes) produced by the system are personal property, and shall not be considered the property (personal or otherwise) of [LANDLORD] upon installation of the system at the premises. Landlord consents to the filing by Provider of a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction of the Premises.
2. Provider or its designee (including finance providers) shall have the right without cost to access the premises in order to install, operate, inspect, maintain, and remove the [solar photovoltaic] [battery storage] system. [LANDLORD] will not charge Purchaser or Provider any rent for such right to access the premises.
3. [LANDLORD] has been advised that the finance providers for the [solar photovoltaic] [battery storage] system have a first priority perfected security interest in the system. Provider and the finance providers for the [solar photovoltaic] [battery storage] system (including any system lessor or other lender) are intended beneficiaries of [LANDLORD]'s agreements in this letter.
4. [LANDLORD] will not take any action inconsistent with the foregoing.

We thank you for your consideration of this opportunity and we look forward to working with you in our environmental campaign to increase the utilization of clean, renewal energy resources.

Very truly yours,

[PURCHASER]

By: \_\_\_\_\_

Name:

Title:

Acknowledged and agreed by:

[LANDLORD]

By: \_\_\_\_\_

Name:

Title:



**Exhibit B**  
**of General Terms and Conditions**

**Certain Agreements for the Benefit of the Financing Parties**

Purchaser acknowledges that Provider will be receiving financing accommodations from one or more Financing Parties and that Provider may sell or assign the System or this Agreement and/or may secure Provider's obligations by, among other collateral, a pledge or collateral assignment of this Agreement and a first security interest in the System. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any such Financing Party, Purchaser agrees as follows:

(a) **Consent to Collateral Assignment.** Purchaser consents to either the assignment, sale or conveyance to a Financing Party or the collateral assignment by Provider to a Financing Party, of Provider's right, title and interest in and to this Agreement.

(b) **Notices of Default.** Purchaser will deliver to the Financing Party, concurrently with delivery thereof to Provider, a copy of each notice of default given by Purchaser under this Agreement, inclusive of a reasonable description of Provider default. No such notice will be effective absent delivery to the Financing Party. Purchaser will not mutually agree with Provider to cancel, modify or terminate this Agreement without the written consent of the Financing Party, however, this provision shall not be interpreted to limit any termination rights of either Party as set forth in the Agreement.

(c) **Rights Upon Event of Default.** Notwithstanding any contrary term of this Agreement:

i. The Financing Party shall be entitled to exercise, in the place and stead of Provider, any and all rights and remedies of Provider under this Agreement in accordance with the terms of this Agreement and only in the event of Provider's or Purchaser's default. The Financing Party shall also be entitled to exercise all rights and remedies of secured parties generally with respect to this Agreement and the System.

ii. The Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Provider thereunder or cause to be cured any default of Provider thereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Financing Party to cure any default of Provider under this Agreement or (unless the Financing Party has succeeded to Provider's interests under this Agreement) to perform any act, duty or obligation of Provider under this Agreement, but Purchaser hereby gives it the option to do so.

iii. Upon the exercise of remedies under its security interest in the System, including any sale thereof by the Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Provider to the Financing Party (or any assignee of the Financing Party) in lieu thereof, the Financing Party shall give notice to Purchaser of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement.

iv. Upon any default not reasonably susceptible to cure by a Finance Party, including, without limitation, rejection or other termination of this Agreement pursuant to any process undertaken with respect to Provider under the United States Bankruptcy Code, at the request of the Financing Party made within ninety (90) days of such default, Purchaser shall enter into a new agreement with the Financing Party or its designee having the same terms and conditions as this Agreement.

(d) **Right to Cure.**

i. Purchaser will not exercise any right to terminate or suspend this Agreement unless it shall have given the Financing Party prior written notice by sending notice to the Financing Party (at the address provided by Provider) of its intent to terminate or suspend this Agreement, specifying the condition giving rise to such right, and the Financing Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement. The Parties agree that the cure rights described herein are in addition to and apply and commence following the expiration of any notice

and cure period applicable to Provider. The Parties respective obligations will otherwise remain in effect during any cure period; *provided*, if such Provider default reasonably cannot be cured by the Financing Party within such period and the Financing Party commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed additional ninety (90) days.

ii. If the Financing Party (including any purchaser or transferee), pursuant to an exercise of remedies by the Financing Party, shall acquire title to or control of Provider's assets and shall, within the time periods described in Sub-section (c)(i). above, cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such person or entity shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

**Exhibit C**  
**of General Conditions**

**Requirements Applicable to the Installation Work**

Section B.1 **Prohibition Against Use of Tobacco.** All properties and facilities owned, leased or operated by the Purchaser are tobacco-free work places. No person on, at or in any Purchaser-controlled property or facility, including, without limitation, the Premises, may smoke, chew or otherwise use tobacco products. Provider shall be responsible for: (i) informing any and all persons present on or at the Premises on account of the Installation Work about the Purchaser's tobacco-free policy; and (ii) strictly enforcing such policy with respect to the Premises. The Purchaser, Provider, and each Subcontractor shall require that any person present on or at the Premises on account of the Installation Work who violates such policy must permanently leave the Premises, and shall prohibit such person from thereafter being present or performing any of the Installation Work on or at the Premises.

Section B.2 **Prohibition Against Use of Drugs.**

(a) **Purchaser Drug-Free Policy.** All properties and facilities owned, leased or operated by the Purchaser are drug-free work places. No person on, at or in any Purchaser-controlled property or facility, including, without limitation, the Premises, may: (i) engage in the unlawful manufacture, dispensation, possession or use, including being under the influence, of any controlled substance, (ii) possess or use any alcoholic beverage, or (iii) use any substance which may cause significant impairment of normal abilities. Provider shall be responsible for: (i) informing any and all persons present on or at the Premises on account of the Installation Work about the Purchaser's drug-free policy; and (ii) strictly enforcing such policy with respect to the Premises. The Purchaser, Provider, and each Subcontractor shall require that any person present on or at the Premises on account of the Installation Work who violates such policy must permanently leave the Premises, and shall prohibit such person from thereafter being present or performing any of the Installation Work on or at the Premises.

(b) **Drug-Free Workplace Certification.** Provider is hereby made subject to the requirements of Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990.

Section B.3 **Compliance with Labor Requirements.** The Installation Work is a "public works" project as defined in Section 1720 of the California Labor Code ("Labor Code") and made applicable pursuant to Section 1720.6 of the Labor Code. Therefore, the Installation Work is subject to applicable provisions of Part 7, Chapter 1, of the Labor Code and Title 8 of the California Code of Regulations, Section 16000 et seq. (collectively, "Labor Law"). Provider acknowledges that, as provided by Senate Bill 854 (Stats. 2014, Ch. 28), the Project is subject to labor compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR").

Section B.4 **Compliance with Labor Code Requirements.** Provider must be, and shall be deemed and construed to be, aware of and understand the requirements of the Labor Law that require the payment of prevailing wage rates and the performance of other requirements on public works projects. Provider, at no additional cost to the Purchaser, must: (i) comply with any and all applicable Labor Law requirements, including, without limitation, requirements for payment of prevailing wage rates, inspection and submittal (electronically, as required) of payroll records, interview(s) of workers, et cetera; (ii) ensure that its Subcontractors are aware of and comply with the Labor Law requirements; (iii) in connection with Labor Law compliance matters, cooperate with the DIR, the Purchaser and other entities with competent jurisdiction; and (iv) post all job-site notices required by law in connection with the Installation Work, including, without limitation, postings required by DIR regulations. A Subcontractor that has been debarred in accordance with the Labor Code, including, without limitation, pursuant to Sections 1777.1 or 1777.7, is not eligible to bid on, perform, or contract to perform any portion of the Installation Work. Wage rates for the Installation Work shall be in accordance with the general prevailing rates of per-diem wages determined by the Director of Industrial Relations pursuant to Labor Code Section 1770. The following Labor Code sections are by this reference incorporated into and are a fully operative part of the Contract, and Provider shall be responsible for compliance therewith:

(a) Section 1735: Anti-Discrimination Requirements;

- (b) Section 1775: Penalty for Prevailing Wage Rate Violations;
- (c) Section 1776: Payroll Records;
- (d) Sections 1777.5, 1777.6 and 1777.7: Apprenticeship Requirements;
- (e) Sections 1810 through 1812: Working Hour Restrictions;
- (f) Sections 1813 and 1814: Penalty for Failure to Pay Overtime; and
- (g) Section 1815: Overtime Pay.

Section B.5 Requirements for Payroll Records. Provider must comply with all applicable provisions of Labor Code Sections 1776 and 1812, which relate to preparing and maintaining accurate payroll records, and making such payroll records available for review and copying by the Purchaser, the DIR Division of Labor Standards Enforcement, and the DIR Division of Apprenticeship Standards. The payroll records must be certified and made available as required by Labor Code Section 1776.

Section B.6 Contractor Registration. On and after March 1, 2015, no contractor may bid on a public works project unless the contractor is, and no subcontractor may be listed in any bid for a public works project unless the subcontractor is, currently registered with the DIR and qualified to perform public work pursuant to Labor Code Section 1725.5. On and after April 1, 2015, no contractor or subcontractor may be awarded a contract for work on a public works project, or may perform any work on a public works project, unless the contractor or subcontractor is currently registered with the DIR and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1725.5 for an unregistered contractor to submit a bid authorized by Business and Professions Code Section 7029.1 or Public Contract Code Section 20103.5, if the contractor is registered at the time the contract is awarded.

Section B.7 Permits and Licenses. Without limiting anything set forth in Section B.7 of this Exhibit C, Provider, its Subcontractors, and all of their respective employees and agents: (i) shall secure and maintain in force at all times during the performance of the Installation Work such licenses and permits as are required by law; and (ii) shall comply with all federal and State, and County laws and regulations, and other governmental requirements applicable to the System or the Installation Work. Provider or its subcontractors shall obtain and pay for all permits and licenses required for the performance of, or necessary in connection with, the Installation Work, and shall give all necessary notices and deliver all necessary certificates to the Purchaser, and shall pay all royalties and license fees arising from the use of any material, machine, method or process used in performing the Installation Work. Provider shall be solely responsible for all charges, assessments and fees payable in connection with any such licenses, permits, materials, machines, methods, and processes.

Section B.8 Protection of Minor-Aged Students. Provider, in conformance with Education Code Section 45125.1, shall require and be responsible for ensuring compliance by each and every person who will be on or at the Premises in connection with the construction, maintenance, operation or other purposes related to the System with all California Department of Justice guidelines and requirements relating to fingerprinting and criminal-history background checks, regardless of whether Section 45125.1 otherwise by its terms would apply to any such activities. In the event Education Code Section 45125.1 is repealed or superseded, Provider, following receipt of written notice from the Purchaser, shall comply with such successor or other requirements as determined by the Purchaser in its reasonable discretion. The Purchaser, in its discretion, may exempt in writing any person(s) from the foregoing requirements if Provider makes alternative arrangements for supervision of such person(s) that are acceptable to the Purchaser in its sole discretion.

## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/18/2023
<b>BOARD MEETING DATE</b>	11/7/2023
<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>	Department of Public Health
<b>SUBJECT</b>	Request Approval of An Appropriation Adjustment to Implement Better Outcomes Through Optimizing Systems Technology (BOOST) Fiscal Year (FY) 2023 – 2024
<b>PROGRAM</b>	Children’s Medical Services (CMS), Child Welfare Public Health Nursing (CWPHN)
<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>	<b>Total cost:</b> \$ 165,000 <b>Funding source:</b> County’s IT Legacy Modernization Fund
	<b>TERMS (if applicable):</b> Current 2023-2024 fiscal year.
	<b>Explanation:</b>
<b>PURPOSE OF REQUEST</b>	The request will authorize a one-time transfer of funds from the CIO’s Committed for IT Enhancements (IT Legacy Modernization Fund) to Public Health as a result of a \$165,000 award to CMS’s BOOST project from the Information Technology Investment Board (ITIB).
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	CMS’ CWPHN program data systems are currently on multiple platforms, with multiple sources, in multiple formats and run by multiple organizations. It is unwieldy and inefficient and impedes service effectiveness. CWPHN has embarked on a three-phase process to consolidate all of the data functions into a singly Comprehensive Data Management System (CDMS) that will greatly improve workflows and services. The ITIB approved a grant request from CMS to fund Phase II of CDMS development, “Better Outcomes through Optimizing Systems Technology” (BOOST). The \$165,000 will finance procurement of a Business Solution Analyst vendor and a Senior Enterprise Architect vendor for a total of 11 months to compile CDMS business requirements and design a system architecture and framework, in preparation for Phase III platform and application programming of CDMS development.
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <b>If Yes, please explain how:</b> This project has been prioritized for many years given it will dramatically improve services to children/youth and their families in the child welfare system. Children/youth from impoverished backgrounds, with limited health access are disproportionately represented in the child welfare population, and families facing economic, health and/or cultural strains more greatly threaten children’s safety and health. The proposed com-prehensive data management system will speed PHN responsiveness and their assistance to families/consultations with social workers and will allow the PHNs to better and more effectively intersect with families where the child’s health conditions are a destabilizing factor.
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <b>If Yes, please state which one(s) and explain how:</b> Strategic Plan Goal III (“Realize Tomorrow’s Government Today”) by embracing digital governance that benefits internal and external clients and stakeholders through enhanced IT platforms (Objective III.2.1), leveraging IT to increase visibility and access to services (III.2.2), and prioritizing IT initiatives to increase efficiency (III.2.3).
<b>DEPARTMENTAL CONTACTS</b>	<b>Name, Title, Phone # &amp; Email:</b> Joshua Bobrowsky, Public Health Director Government Affairs, (213) 288-7871 <a href="mailto:jbobrowsky@ph.lacounty.gov">jbobrowsky@ph.lacounty.gov</a> Craig Vincent-Jones, Deputy Director, CMS (626) 569-6136 office; (213) 944-4168 cell; <a href="mailto:cvincent-jones@ph.lacounty.gov">cvincent-jones@ph.lacounty.gov</a> Craig L. Kirkwood Jr., Deputy County Counsel, (213) 974-1751 <a href="mailto:ckirkwood@counsel.lacounty.gov">ckirkwood@counsel.lacounty.gov</a>



**BARBARA FERRER, Ph.D., M.P.H., M.Ed.**  
Director

**MUNTU DAVIS, M.D., M.P.H.**  
County Health Officer

**ANISH P. MAHAJAN, M.D., M.S., M.P.H.**  
Chief Deputy Director

313 North Figueroa Street, Room 806  
Los Angeles, California 90012  
TEL (213) 288-8117 • FAX (213) 975-1273

[www.publichealth.lacounty.gov](http://www.publichealth.lacounty.gov)

**BOARD OF SUPERVISORS**

**Hilda L. Solis**  
First District

**Holly J. Mitchell**  
Second District

**Lindsey P. Horvath**  
Third District

**Janice Hahn**  
Fourth District

**Kathryn Barger**  
Fifth District

November 7, 2023

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

Dear Supervisors:

**REQUEST APPROVAL OF AN APPROPRIATION ADJUSTMENT FROM  
COUNTY'S INFORMATION TECHNOLOGY LEGACY MODERNIZATION  
FUND TO IMPLEMENT BETTER OUTCOMES THROUGH OPTIMIZING  
SYSTEMS TECHNOLOGY COMPREHENSIVE DATA MANAGEMENT  
SYSTEM  
FISCAL YEAR 2023 – 2024  
(ALL SUPERVISORIAL DISTRICTS) (4 VOTES)**

**CIO RECOMMENDATION: APPROVED (X)**

**SUBJECT**

Request approval of an appropriation adjustment for the Department of Public Health to transfer \$165,000 from the County's IT Legacy Modernization Fund to the Department of Public Health to implement Better Outcomes Through Optimizing Systems Technology, Phase II of Comprehensive Data Management System.

**IT IS RECOMMENDED THAT YOUR BOARD:**

Approve and authorize the attached Department of Public Health Appropriation Adjustment (Attachment A) to transfer \$165,000 from the Committed for Information Technology (IT) Enhancements, commonly known as County's IT Legacy Modernization Fund, in one-time

funding to the Department of Public Health to implement Nursing Early Intervention (PHNEI) for Better Outcomes Through Optimizing Systems Technology (BOOST), Phase II of Comprehensive Data Management System (CDMS) development for Public Health's Child Welfare Public Health Nursing (CWPHN) program at Children's Medical Services (CMS).

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

The County's IT Legacy Modernization Fund was established to fund replacement of legacy systems with modern technology that improves the delivery of services to the public, generates operational improvements to one or more departments or programs, and improves inter-departmental or inter-agency collaboration.

Currently, nurses in Public Health's CWPHN program and social workers at the Department of Children and Family Services (DCFS) rely on an array of source data systems on multiple platforms managed by multiple administrators/organizations to communicate and share data about shared clients, including:

- Exchanging paper Health Education Passports (HEPs);
- Tracking interventions on Excel spreadsheets and foster youth on a Microsoft Dynamic 365 database;
- Documenting medical records in a Department of Health Services (DHS) run Health Information Exchange (LANES); and
- Entering safety, demographic, and health information on the State-run, DCFS-managed Child Welfare Services/Case Management System (CWS/CMS) platforms.

The gaps and redundancies that result from using multiple formats, IT platforms and enterprise systems in CWPHN are time-inefficient and hinder the capacity of the nurses and social workers to optimize service effectiveness for children and families in Los Angeles County's child welfare system.

BOOST will implement the key, second phase of CDMS' development of a modern, integrated, and automated comprehensive data management system for CWPHN that transitions from the "Business Logic and Workflow Mapping" documented in the year-long first phase to the third and final "Application Testing/Programming" phase. That data management system will ultimately enable seamless exchange of essential client-level information, and will ease and expedite nursing consultations, case management and medical reviews for DCFS social workers, providers, and children and families in Los Angeles County's child welfare system.

Approval of the recommendation action will allow Public Health to complete the essential BOOST, second phase of CDMS development for Public Health's CWPHN program. BOOST will enable Public Health to hire a Business Solutions Analyst and a Senior Enterprise Architect as contractors to complete Phase II "Framework and Architecture Design" of CDMS development.

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

The recommended action supports the County's Strategic Plan Goal Number 3, Realize Tomorrow's Government Today, by embracing digital governance that benefits internal and external clients and stakeholders through enhancing IT platforms (Objective III.2.1), leveraging IT to increase visibility and access to services (III.2.2), and prioritizing IT initiatives to increase efficiency (III.2.3). The recommended action also reflects County's Strategic Plan Goal Number 2, Make Investments that Transform Lives, by streamlining access to integrated health services (Objective II.2.2).

### **FISCAL IMPACT/FINANCING**

The approved Appropriation Adjustment in the amount of \$165,000 in one-time funding from the County's Legacy Modernization Fund to the Department of Public Health's PHNEI will be utilized for Phase II of CWPHN CDMS development. The one-time funding will fund the consultant procured through ISD's Master Services Provider for the period of September 2023 through June 2024. Two different consultants (Business Support Analyst and Senior Enterprise Architecture) will be used implement Phase II of the CWPHN CDMS development.

An appropriation adjustment for a one-time transfer of \$165,000 from the CEO IT Legacy Modernization Fund will increase Public Health's FY 2023-24 Services and Supplies to support the system cost. There will be no additional net County cost resulting from this action.

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

There are no legal requirements or prohibitions related to this recommended action.

Professional services will be delivered by contractors selected through ISD's MSP process.

The Office of the Chief Information Officer (OCIO) reviewed this request and recommends approval.

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

With support from the ITIB, CMS will hire a Business Solutions Analyst contractor to gather and compile business system requirements and a Senior Enterprise Architect contractor to design the system framework and determine system specifications. They will be engaged for a combined 11 months, starting in September 2023, following the OCIO's ITIB decision.

The comprehensive data management solution is a system that will:

- Allow CWPHN nurses and social workers to share patient-level information;
- Consolidate data and interface it between these platforms;
- Seamlessly import and export data between Public Health, DCFS, and DHS;
- Warehouse data for as-needed access by relevant child welfare workers;
- Layer security, Health Insurance Probability and Accountability Act, child welfare confidentiality, and safety user requirements;
- Automate functions that expedite child welfare success; and



The Honorable Board of Supervisors

November 7, 2023

Page 4

- Provide consumer access to supportive resources for child welfare clients and their families.

The modern and integrated comprehensive data management system will ensure that client information is securely managed and will lead to improved interagency communication and enhanced business operations and automated processes and reporting.

## **CONCLUSION**

Board approval of the recommended action will allow Public Health to dramatically improve overall care and service effectiveness for children/youth in the child welfare system and their families and will greatly enhance operational efficiency of Public Health's CWPHN program.

Respectfully submitted,

Reviewed by:

---

Barbara Ferrer, Ph.D., M.P.H., M.Ed.  
Director

---

Peter Loo  
Acting Chief Information Officer

BF:mk  
#07215

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

November 07, 2023

COUNTY OF LOS ANGELES

### REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF PUBLIC HEALTH

**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 2023-24**  
**4 - VOTES**

SOURCES		USES	
<b>GENERAL FUND</b>		<b>PUBLIC HEALTH</b>	
A01-3052		A01-PH-2000-24500	
COMMITTED FOR IT ENHANCEMENTS		SERVICES & SUPPLIES	
<b>DECREASE OBLIGATED FUND BALANCE</b>	<b>165,000</b>	<b>INCREASE APPROPRIATION</b>	<b>165,000</b>
<b>SOURCES TOTAL</b>		<b>USES TOTAL</b>	
	<b>\$ 165,000</b>		<b>\$ 165,000</b>

**JUSTIFICATION**

Reflects the cancelation of obligated fund balance Committed for IT Enhancements to partially fund the Children's Medical Services Better Outcomes Through Optimizing Systems Technology (BOOST) Phase II of the Comprehensive Data Management System (CDMS) development.

**Claudia Valenzuela** Digitally signed by Claudia Valenzuela  
Date: 2023.10.04 13:34:22 -07'00'

**AUTHORIZED SIGNATURE**

Claudia Valenzuela, Budget Officer

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

REFERRED TO THE CHIEF EXECUTIVE OFFICER FOR---

ACTION

RECOMMENDATION

BY **Lan Sam**  
Digitally signed by Lan Sam  
Date: 2023.10.05 10:16:31 -07'00'

AUDITOR-CONTROLLER

B.A. NO. **032**

DATE **10/5/23**

APPROVED AS REQUESTED

APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY

DATE