



JIM McDONNELL, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



A Tradition of Service

January 20, 2015

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

Dear Supervisors:

**APPROVE SOLE SOURCE AGREEMENT WITH DATAWORKS PLUS, LLC TO
PROVIDE MAINTENANCE AND SUPPORT SERVICES OF THE
DATAWORKS DIGITAL MUGSHOT SYSTEM
(ALL DISTRICTS) (3 VOTES)**

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ()
DISAPPROVE ()**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is requesting authorization from the Board to execute a Sole Source Agreement (Agreement) with DataWorks Plus, LLC (DataWorks) to provide maintenance and support services (Services) for the DataWorks Digital Mugshot System (System).

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Mayor of the Board to authorize the Sheriff to finalize and execute an Agreement with DataWorks, substantially similar to the attached Agreement for an initial term from February 8, 2015, to February 7, 2019. The Agreement will provide options to extend for up to three additional one-year periods for a maximum term not to exceed seven years, and a Maximum Contract Sum not to exceed \$3,522,616.
2. Delegate authority to the Sheriff or his designee to execute Change Orders and Amendments to the Agreement as set forth throughout the Agreement, including to: (1) effectuate an assignment of the Agreement to any new contracting entity pursuant to the Assignment by Contractor provision of the Agreement; (2) modify the Agreement to include new or revised standard County contract

provisions adopted by the Board as required from time to time, including all applicable documents; (3) exercise any of the extension options if it is in the best interest of the County; (4) increase or decrease Services under the Agreement resulting from the addition, deletion, or replacement of System components, provided that any increase in maintenance and support services does not increase the Maximum Contract Sum by more than 10 percent for the term of the Agreement; and (5) engage the Contractor to provide System-related professional services as required by the County, with up to \$460,000 in contingency funds for the term of the Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to establish an Agreement with DataWorks to provide continued Services of the System. The Agreement also provides for a contingency fund for as needed repairs not covered under the Agreement (exclusions) and other System-related professional services.

The System is a critical part of the Los Angeles County Regional Identification System (LACRIS), which manages the County-wide network of criminal livescan fingerprint devices, and interfaces with the Automated Fingerprint Identification System (AFIS) and other systems throughout the County. The System captures, stores, archives, and retrieves personal identification images and data within the network with highly sophisticated proprietary functions designed specifically for the County.

Implementation of Strategic Plan Goals

The Services provided under this Agreement support the County's Strategic Plan, Goal 1, Operational Effectiveness/Fiscal Sustainability. This Agreement allows for the delivery of optimum level of services to law enforcement and criminal justice agencies throughout the County, providing stakeholders with the ability to document and identify criminal suspects, and solve crimes in fulfillment of their legal responsibility to the public.

FISCAL IMPACT/FINANCING

The Maximum Contract Sum of the proposed Agreement with DataWorks is \$3,522,616, which includes a \$460,000 contingency fund. This Agreement will be funded in whole by AFIS funds and administered by the Department on behalf of LACRIS. There is no net County cost. The annual cost of Services for the four-year initial term of the Agreement consists of \$251,492 for the first year, \$440,771 for the second year, and \$474,070.57 for each of the remaining two years. The annual cost for each of the additional three option years is \$474,071.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In 2008 following a competitive bid process, the Department acquired the System, its related software licensing, maintenance, and support under a County Internal Services Department (ISD) purchase order (PO). The current PO expires on February 7, 2015.

On January 16, 2014, the Department executed a PO to purchase four additional servers to improve the response time for the current facial recognition engine, and allow for more concurrent users for training and real-time System queries.

On November 17, 2014, the Department executed a PO to upgrade the current System, adding a Cal-Photo XML interface, an upgrade to the Cognitec facial recognition engine, case-management

software with pose correction, and a mobile gateway solution to allow System access using various mobile devices.

The System is proprietary to DataWorks, and can only be maintained by DataWorks. DataWorks does not license, certify, or otherwise endorse any third party to maintain its proprietary System technology. Continued Services for the System will ensure that uninterrupted services are provided to maintain day-to-day operational status.

The Agreement requires DataWorks to be in compliance with all Board and County Chief Executive Office requirements.

The Agreement has been reviewed and approved as to form by County Counsel.

The County's Chief Information Officer (CIO) recommends approval of the Agreement (CIO Analysis–Attachment A).

CONTRACTING PROCESS

On July 15, 2010, the Department submitted to the Board an advance notification of intent to enter into negotiations for a Sole Source Agreement with DataWorks. This notification contemplated the purchase of new, updated, or modified software and hardware, and the provision of engineering services, including development of new interfaces for the System. That agreement was never executed. The Department continued Services for the current System under the ISD PO with DataWorks.

On March 14, 2012, the Department submitted to the Board a subsequent letter to provide notice that the Department had revised the scope of work to include Services in addition to the previously proposed services and to increase the total project cost. That agreement was never executed. The Department continued Services for the System under the ISD PO with DataWorks.

In November 2013, the Department issued a Request for Information (RFI) to the business community to research potential more advanced mugshot system technologies. The results of the RFI affirmed that the Department is operating the most up-to-date technology, and that it is in the County's best interest to maintain and support the current System.

On August 29, 2014, the Department provided advance notification to the Board that the Department intended to enter into negotiations for an Agreement with DataWorks without engaging in a competitive solicitation process. The scope of work has been simplified to include only Services for the System.

The current ISD PO was extended through February 7, 2015, to allow the Department to complete the contracting process, while continuing the essential Services for the System.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the Agreement will allow the Department to continue operation of the System without interruption.

CONCLUSION

Upon Board approval, please return two adopted copies of this Board letter to the Department's Contracts Unit.

Sincerely,

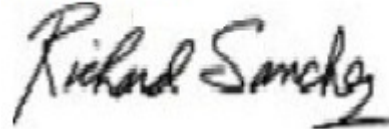
A handwritten signature in black ink, appearing to read "Jim McDonnell". The signature is stylized with a large, looping initial "J" and "M".

JIM McDONNELL
Sheriff

JM:RA:ra

Enclosures

Reviewed by:

A handwritten signature in black ink, appearing to read "Richard Sanchez". The signature is written in a cursive style.

RICHARD SANCHEZ
Chief Information Officer



RICHARD SANCHEZ
CHIEF INFORMATION OFFICER

Office of the CIO
CIO Analysis

Attachment A

NUMBER: CA 15-01	DATE: 1/7/15
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SUBJECT:

**APPROVE SOLE SOURCE AGREEMENT WITH DATAWORKS PLUS, LLC
TO PROVIDE MAINTENANCE AND SUPPORT SERVICES FOR THE
DATAWORKS DIGITAL MUGSHOT SYSTEM**

RECOMMENDATION:

- Approve Approve with Modification Disapprove

CONTRACT TYPE:

- New Agreement Sole Source
 Amendment to Contract #: Other: Describe contract type.

CONTRACT COMPONENTS:

- Software Hardware
 Telecommunications Professional Services

SUMMARY:

Department Executive Sponsor: Jim McDonnell, Sheriff

Description: The Sheriff's Department (LASD) is requesting approval for a Sole Source Agreement with DataWorks Plus, LLC (DataWorks) for maintenance and support services for their proprietary Digital Imaging System for the LACRIS (Los Angeles County Regional Identification System) Unit.

Agreement Amount: \$3,522,616

Funding Source: Remote Access Network (RAN) AFIS Fund - No Net County Cost

- Legislative or Regulatory Mandate Subvened:

**Strategic and
Business Analysis**

PROJECT GOALS AND OBJECTIVES:

With this Agreement, the County will continue to receive maintenance services and support for DataWorks Plus proprietary hardware and the software used in the Digital Photomanager Imaging System for an additional seven years. This Agreement will provide for the continuation of these services that were included as part of the purchase of the Data Imaging System in 2008, which currently are due to expire on February 7, 2015.

LASD submitted a Notification of Intent memorandum to enter into negotiations for a Sole Source Agreement with DataWorks on August 13, 2014.

BUSINESS DRIVERS:

LASD's LACRIS Unit is responsible for biometric identification services for all law enforcement agencies in the County. LACRIS is managed by the Sheriff, with oversight, direction, and funding authorization by the Remote Access Network (RAN) Board.

LACRIS is the authoritative source for providing photo and fingerprint identification for all law enforcement agencies in Los Angeles County. DataWorks' Digital Imaging System (known as Los Angeles Photomanager or LAPH) captures, stores, archives, and retrieves mug shot photographs of all subjects criminally booked within Los Angeles County. The system also captures photographs of scars, marks, and tattoos and employs state of the art technology that provides facial and tattoo recognition searching capabilities.

PROJECT ORGANIZATION:

The LACRIS Unit is driving this project with a dedicated Lieutenant assigned as the Local Cal-ID Project Manager who will be managing the ongoing operation of DataWorks' Digital Imaging System, including all necessary maintenance and support.

PERFORMANCE METRICS:

The Agreement includes a Service Level identifying metrics for the application management and software maintenance, including:

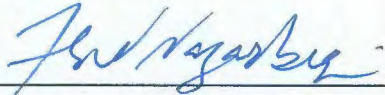

- 24X7 Telephone Support: 2 Hour Response;
- Remote dial-in analysis;
- Remote software updates; and
- Overnight shipping for defective hardware with remote installation assistance.

DataWorks system is utilized for investigation purpose and will work in conjunction with the new Multimodal Biometric Identification System (MBIS) to match and identify suspects.

STRATEGIC AND BUSINESS ALIGNMENT:

LASD released a Request for Proposal (RFP) on July 30, 2013 to replace the current Automatic Fingerprint Identification System (AFIS) with a new MBIS. In December 2013, after an intensive selection process, a vendor was selected. However, the DataWorks Digital Imaging System, which interfaces with AFIS (and ultimately with MBIS), is strategically used for investigation purposes and has the capability of identifying individuals from video clips and photos from various forms and angles. This system is a critical component to LASD's overall criminal investigation and law enforcement strategy and crucial in keeping the system functioning properly. DataWorks is the only vendor that can provide those services.

	<p>PROJECT APPROACH:</p> <p>DataWorks is the sole provider of maintenance and support services for its proprietary Digital Imaging System. This Agreement provides for continued and uninterrupted maintenance and support services of the system. The maintenance Agreement annual fee is adjusted to reflect the support cost for the environment with increased templates to support additional mug shots and matching capabilities.</p> <hr/> <p>ALTERNATIVES ANALYZED:</p> <p>DataWorks was selected via a competitive bid process in 2008. A Request for Information (RFI) was released in November 2013 to explore alternative solutions, and only two proposals were received. DataWorks was one of the two respondents. After reviewing the proposals submitted, LASD determined it was not cost-effective to incur the cost of licensing, software, hardware, conversion, training, and implementation of an alternative solution at this time, and instead chose to keep the current system but extend its ongoing maintenance and support.</p>
<p>Technical Analysis</p>	<p>ANALYSIS OF PROPOSED IT SOLUTION:</p> <p>The Digital Imaging System, known as Los Angeles Photomanager (LAPH) runs on Microsoft Windows, SQL Server at LASD's data center with a redundant Digital Photo Manager database, utilizing an SQL database to ensure immediate, fault-tolerant, continuous operation through backup, sharing, and separation security. The Digital Photomanager Administration Module enables administrators to maintain security access rights, customize the system's screens and fields, and track user activity.</p> <p>LAPH is the mug shot capture software for the LiveScan fingerprinting station and is integrated with FACE Plus facial recognition for use with watch lists for facial comparisons. LAPH allows secure access to mug shots from other agencies and integrates with other justice systems that enables locating individuals known within the criminal justice system just by scanning their fingerprints to reduce false identification.</p> <p>The technology being employed by LAPH is consistent with the industry standards and the County's CIO Initiatives.</p>
<p>Financial Analysis</p>	<p>BUDGET:</p> <p>Agreement costs</p> <p>Maintenance and support cost: \$ 3,522,616</p> <p>Ongoing annual maintenance costs:</p> <p>Price Breakdown:</p> <p>Year 1 - \$251,492 (prorated due to warranty items through 3/31/2015)</p> <p>Year 2 - \$440,771 (includes upgrades. Prorated due to warranty items)</p> <p>Year 3 - \$474,071</p> <p>Year 4 - \$474,071</p>

	<p>Additional Year Options: Year 5 - \$474,071 Year 6 - \$474,071 Year 7 - \$474,071 Sub-total maintenance cost - \$3,062,616 15% Contingency fund - 460,000 Sub-total Costs - \$3,522,616 Other County costs: One-time costs invested since 2008:</p> <table border="0"> <tr> <td>Hardware</td> <td>\$ 397,338</td> </tr> <tr> <td>Software</td> <td>\$ 906,404</td> </tr> <tr> <td>Professional Services</td> <td>\$ 397,000</td> </tr> <tr> <td>Training</td> <td>\$ 75,000</td> </tr> <tr> <td>Optional Product</td> <td>\$ 100,000</td> </tr> <tr> <td>Sub-total one-time County costs:</td> <td>\$ 1,875,742</td> </tr> </table> <p>Ongoing annual costs since 2008: \$248,600 X 6 = \$1,491,600 County staff (existing) \$415,000 **</p> <p>NOTE:** DEPUTY SHERIFF X 2 = \$200,000 INFORMATION SYSTEMS ANALYST II = \$100,000 Sr. Information Systems Analyst = \$115,000</p>	Hardware	\$ 397,338	Software	\$ 906,404	Professional Services	\$ 397,000	Training	\$ 75,000	Optional Product	\$ 100,000	Sub-total one-time County costs:	\$ 1,875,742
Hardware	\$ 397,338												
Software	\$ 906,404												
Professional Services	\$ 397,000												
Training	\$ 75,000												
Optional Product	\$ 100,000												
Sub-total one-time County costs:	\$ 1,875,742												
Risk Analysis	<p>RISK MITIGATION:</p> <ol style="list-style-type: none"> Minimal risks as this is a continuation of services provided by the vendor. The Chief Information Security Officer (CISO) reviewed the Agreement and did not identify any security risks or issues. 												
CIO Approval	<p>PREPARED BY:</p> <p> _____ Fred Nazarbegian, Sr. Associate CIO</p> <p style="text-align: right;">1-7-15 _____ Date</p> <hr/> <p>APPROVED:</p> <p> _____ Richard Sanchez, County Chief Information Officer</p> <p style="text-align: right;">1-7-15 _____ Date</p>												

Please contact the Office of the CIO (213.253.5600 or info@cio.lacounty.gov) for questions concerning this CIO Analysis. This document is also available online at <http://ciointranet.lacounty.gov/>



AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

DATAWORKS PLUS, LLC

FOR

**DIGITAL MUGSHOT SYSTEM
MAINTENANCE AND SUPPORT SERVICES**

FOR

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

**AGREEMENT
FOR
DIGITAL MUGSHOT SYSTEM
MAINTENANCE AND SUPPORT SERVICES**

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EXHIBIT E2 – CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

EXHIBIT E3 – CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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**AGREEMENT
FOR
DIGITAL MUGSHOT SYSTEM
MAINTENANCE AND SUPPORT SERVICES**

THIS AGREEMENT is entered into as of the _____ day of _____, 2015 by and between the County of Los Angeles ("County") and DataWorks Plus LLC, a limited liability company organized under the laws of South Carolina, located at 728 North Pleasantburg Drive, Greenville, SC 29607 ("Contractor"), to provide maintenance and support services for the Los Angeles County Sheriff's Department's ("Department's") digital mugshot system.

WHEREAS, County, through the Department, desires Contractor to provide maintenance and support services to the Countywide digital mugshot system, known as the Los Angeles PhotoManager System ("System").

WHEREAS, Contractor represents that it possesses the necessary special skills, knowledge and technical competence, and sufficient staffing to provide such maintenance and support services; and

WHEREAS, this Agreement (as defined below) is authorized pursuant to California Government Code Section 31000 and otherwise.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree as follows:

1. AGREEMENT AND INTERPRETATION

- 1.1 Agreement. This base document along with Exhibits A through R, attached hereto, any Attachment attached hereto or thereto, and any fully executed Change Order or Amendment from time to time hereto or thereto collectively constitute and throughout and hereinafter are referred to as the "Agreement." This Agreement shall constitute the complete and exclusive statement of understanding between County and Contractor and supersedes any and all prior or contemporaneous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement.
- 1.2 Interpretation. 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, subtask, Deliverable, goods, service, or other Work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits and any Attachments thereto, according to the following descending priority:

- 1.2.1 Exhibit A – Additional Terms and Conditions
- 1.2.2 Exhibit B – Statement of Work (SOW)
- 1.2.3 Exhibit C – Price Sheet and Equipment List
- 1.2.4 Exhibit R – Performance Requirements Summary (PRS) Chart
- 1.2.5 Exhibit D – Contractor's EEO Certification
- 1.2.6 Exhibit E1 – Contractor Acknowledgement and Confidentiality Agreement
- 1.2.7 Exhibit E2 – Contractor Employee Acknowledgement and Confidentiality Agreement
- 1.2.8 Exhibit E3 – Contractor Non-Employee Acknowledgement and Confidentiality Agreement
- 1.2.9 Exhibit F – Safely Surrendered Baby Law
- 1.2.10 Exhibit G – Jury Service Ordinance
- 1.2.11 Exhibit H – Contractor Employee Jury Service Program Certification Form and Application for Exception
- 1.2.12 Exhibit I – Defaulted Property Tax Reduction Program Ordinance
- 1.2.13 Exhibit J – Certification of Compliance with County's Defaulted Property Tax Reduction Program Ordinance
- 1.2.14 Exhibit K – Contract Discrepancy Report
- 1.2.15 Exhibit L – Attestations of Willingness to Consider Gain/Grow Participants
- 1.2.16 Exhibit M – Certification of No Conflict of Interest
- 1.2.17 Exhibit N – Familiarity with the County Lobbyist Ordinance Certification
- 1.2.18 Exhibit O – User Acknowledgement, Information Technology Assets, Computers, Networks, Systems and Data
- 1.2.19 Exhibit P – Invoice Discrepancy Report
- 1.2.20 Exhibit Q – IRS Notices 1015

- 1.3 Additional Terms and Conditions. Without limiting the generality of Paragraph 1.1 (Agreement), attached hereto as Exhibit A (Additional Terms and Conditions), are additional terms and conditions of this Agreement. Contractor acknowledges and agrees that it shall be bound by the additional terms and conditions enumerated in Exhibit A (Additional Terms and Conditions) of this Agreement as if such terms and conditions were enumerated in the body of this base document.
- 1.4 Construction. The words “herein”, “hereof”, and “hereunder” and words of similar import used in this Agreement refer to this Agreement, including all annexes, Attachments, Exhibits, and schedules as the context may require. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this Agreement with the words “including”, “for example”, “e.g.”, “such as”, “etc.”, or any derivation of such words, such examples are intended to be illustrative and not limiting. Caption, Section, and Paragraph headings used in the Agreement are for convenience only and are not a part of the Agreement and shall not be used in construing the Agreement. References in this Agreement to Federal, State and/or other governmental statutes, codes, rules, regulations, ordinances, guidelines, directives and/or policies, including those copies of which are attached to this Agreement, shall mean and shall be to such statutes, codes, rules, regulations, ordinances, guidelines, directives and/or policies as amended from time to time.

2. DEFINITIONS

The following terms and phrases shall have the following specific meaning when used in this Agreement, unless otherwise apparent from the context in which they are used.

- 2.1 “Agreement” has the meaning set forth in Paragraph 1.1 (Agreement) of this Agreement.
- 2.2 “Amendment” has the meaning set forth in Section 6 (Change Orders and Amendments) of this Agreement.
- 2.3 “Bi-Monthly” means every other month or every two months.
- 2.4 “Board” means the Los Angeles County Board of Supervisors.
- 2.5 “Business Day” means Monday through Friday, excluding County observed holidays.
- 2.6 “Change Order” has the meaning set forth in Section 6 (Change Orders and Amendments) of this Agreement.

- 2.7 "Contract Discrepancy Report" or "CDR" has the meaning set forth in Section 17.0 (Contract Discrepancy Report) of Exhibit B (Statement of Work) of this Agreement.
- 2.8 "Contractor" has the meaning set forth in the Preamble of this Agreement.
- 2.9 "Contractor Key Personnel" has the meaning set forth in Subparagraph 4.3.2 of this Agreement.
- 2.10 "Contractor Project Director" has the meaning set forth in Paragraph 4.1 (Contractor Project Director) of this Agreement.
- 2.11 "Contractor Project Manager" has the meaning set forth in Paragraph 4.2 (Contractor Project Manager) of this Agreement.
- 2.12 "Contractor Technical Staff" means Contractor's technical staff, including but not limited to call center personnel, field service technicians, programmers, and software developers.
- 2.13 "County" has the meaning set forth in the Preamble of this Agreement.
- 2.14 "County Counsel" means County's Office of the County Counsel.
- 2.15 "County Indemnitees" means the County, its Special Districts, elected and appointed officers, employees, agents, and volunteers.
- 2.16 "County Project Director" has the meaning set forth in Paragraph 3.1 (County Project Director) of this Agreement.
- 2.17 "County Project Manager" has the meaning set forth in Paragraph 3.2 (County Project Manager) of this Agreement.
- 2.18 "Deliverable" means a service, product, or good to be provided by Contractor to County under this Agreement and identified as a numbered Deliverable in Exhibit B (Statement of Work) of this Agreement and any fully executed Change Order or Amendment.
- 2.19 "Department" has the meaning set forth in the Preamble of this Agreement.
- 2.20 "Dispute Resolution Procedure" has the meaning set forth in Section 2.0 (Dispute Resolution Procedure) of Exhibit A (Additional Terms and Conditions) of this Agreement.
- 2.21 "Infringement Claims" has the meaning set forth in Section 13.0 (Intellectual Property Indemnification) of Exhibit A (Additional Terms and Conditions) of this Agreement.

- 2.22 "Initial Term" has the meaning set forth in Section 7 (Term) of this Agreement.
- 2.23 "Invoice Discrepancy Report" or "IDR" has the meaning set forth in Paragraph 10.7 (Invoice Discrepancy Report) of this Agreement.
- 2.24 "LACRIS" means Los Angeles County Regional Identification System.
- 2.25 "LACRIS Help Desk" means the first tier system support staff for all systems maintained by LACRIS, including the System. They also act as an intermediary between the end-user and Contractor when escalating support services.
- 2.26 "LiveScan" has the meaning set forth in Paragraph 2.1 of Exhibit B (Statement of Work) of this Agreement.
- 2.27 "Los Angeles PhotoManager System" or "System" means a Countywide digital mugshot system with software and hardware that are maintained and supported by Contractor.
- 2.28 "Maximum Contract Sum" has the meaning set forth in Section 8 (Prices and Fees) of this Agreement.
- 2.29 "OS" means Operating System, which is software that manages computer hardware and software resources and provides common services for computer programs.
- 2.30 "Option Term" has the meaning set forth in Section 7 (Term) of this Agreement.
- 2.31 "Preventive Maintenance" or "PM" has the meaning set forth in Section 6.0 (Preventive Maintenance Service Requirements) of Exhibit B (Statement of Work) of this Agreement.
- 2.32 "Project Status Reports" has the meaning set forth in Paragraph 4.4 (Project Status Reports by Contractor) of this Agreement.
- 2.33 "Quality Assurance Plan" has the meaning set forth in Section 19.0 (Quality Assurance Plan) of Exhibit B (Statement of Work) of this Agreement.
- 2.34 "Quality Control Plan" has the meaning set forth in Section 18.0 (Quality Control Plan) of Exhibit B (Statement of Work) of this Agreement.
- 2.35 "Remedial Repair" has the meaning set forth in Section 7.0 (Remedial Repair Service Requirements) of Exhibit B (Statement of Work) of this Agreement.
- 2.36 "Replacement Products" has the meaning set forth in Section 12 (Replacement Products) of this Agreement.

- 2.37 "Sheriff" means the elected official who is the Sheriff of the County of Los Angeles.
- 2.38 "Sheriff's Data Network" or "SDN" means a high speed network connecting all Department facilities and participating County municipal police departments. The SDN provides connectivity between desktop computers throughout the Department, as well as connection to other networks.
- 2.39 "SQL" means Structured Query Language, which is a special purpose programming language designed for managing data held in a relational database management system.
- 2.40 "Statement of Work" or "SOW" means the Statement of Work, attached as Exhibit B (Statement of Work) to this Agreement, together with all Attachments thereto, as the same may be amended by any fully executed Change Order or Amendment.
- 2.41 "System Downtime" has the meaning set forth in Paragraph 13.2 (System Downtime (non-operational) Defined) of Exhibit B (Statement of Work) of this Agreement.
- 2.42 "System Failure" has the meaning set forth in Section 7.0 (Remedial Repair Service Requirements) of Exhibit B (Statement of Work) of this Agreement.
- 2.43 "System Server" has the meaning set forth in Subparagraph 7.6.1 (System Servers) of Exhibit B (Statement of Work) of this Agreement.
- 2.44 "System Software" means any software resident on or embedded in any component of the System, which contributes in any part or way to the functionality of the System as intended by the original equipment manufacturer.
- 2.45 "Tax" and "Taxes" means governmental fees (including license, filing and registration fees) and all taxes (including franchise, excise, stamp, value added, income, gross receipts, gross revenue, import, export, sales, use, transfer, and property taxes), withholdings, assessments, levies, imposts, duties, charges, or interest thereon imposed.
- 2.46 "Term" has the meaning set forth in Section 7 (Term) of this Agreement.
- 2.47 "Updates" has the meaning set forth in Paragraph 9.1 of Exhibit B (Statement of Work) of this Agreement.
- 2.48 "USB drive" means a small data storage device that is removable and rewritable which includes flash memory with an integrated Universal Serial Bus (USB) interface.

2.49 "Work" means any and all tasks, subtasks, Deliverables, goods, and other services performed by or on behalf of Contractor which is required pursuant to this Agreement, including Exhibit B (Statement of Work) and all other Exhibits, and fully executed Change Orders and Amendments hereto.

3. ADMINISTRATION OF AGREEMENT – COUNTY

3.1 County Project Director

3.1.1 "County Project Director" for this Agreement shall be the following person:

Joshua Thai, Lieutenant
Los Angeles County Regional
Identification System (LACRIS)
12440 E. Imperial Hwy., Suite 400 West
Norwalk, California 90650
Telephone: (562) 345-4319
Email: jwthai@lasd.org

3.1.2 County will notify Contractor of any change in the name or address of County Project Director.

3.1.3 Except as set forth in Section 6 (Change Orders and Amendments) of this Agreement, County Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

3.1.4 County Project Director shall have the right at all times to inspect any and all Work provided by or on behalf of Contractor.

3.2 County Project Manager

3.2.1 "County Project Manager" for this Agreement shall be the following person:

Michael Kampen, Sergeant
Los Angeles County Regional
Identification System (LACRIS)
12440 E. Imperial Hwy., Suite 400 West
Norwalk, California 90650
Telephone: (562) 345-4452
Email: mjkampen@lasd.org

- 3.2.2 Unless otherwise specifically noted, whenever this Agreement calls for a notice, report, or other delivery to be made by Contractor (or any representative thereof) to County Project Manager, such notice, report, or other delivery shall be made to County Project Manager in accordance with the notice information set forth above or in accordance with such other notice information as County may notify Contractor from time to time pursuant to Subparagraph 3.2.3 below.
- 3.2.3 County shall notify Contractor of any change in the name or address of the County Project Manager.
- 3.2.4 County Project Manager shall be a resource for addressing the technical standards and requirements of this Agreement, shall interface regularly with Contractor and further shall have the duties from time to time given to such person by County.
- 3.2.5 County Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement nor obligate County in any respect whatsoever.
- 3.2.6 County Project Manager shall advise County Project Director as to Contractor's performance in areas relating to technical requirements and standards, County policy, information requirements, and procedural requirements.
- 3.2.7 County Project Manager shall issue a Contract Discrepancy Report ("CDR") as soon as possible to Contractor whenever a contract performance discrepancy is identified, as stated in Section 17.0 (Contract Discrepancy Report) of Exhibit B (Statement of Work) of this Agreement. A sample of the CDR form is attached to this Agreement as Exhibit K (Contract Discrepancy Report).
- 3.3 Consolidation of Duties. County reserves the right to consolidate the duties of the County Project Director, which duties are enumerated in Paragraph 3.1 (County Project Director), and the duties of the County Project Manager, which duties are enumerated in Paragraph 3.2 (County Project Manager), into one County position, and to assign all such duties to one individual who will act as County's liaison in all matters relating to this Agreement. County will notify Contractor no later than five (5) calendar days prior to exercising its rights pursuant to this Paragraph 3.3.
- 3.4 County Personnel. All County personnel assigned to this Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County.

4. ADMINISTRATION OF AGREEMENT – CONTRACTOR

4.1 Contractor Project Director

- 4.1.1 “Contractor Project Director” shall be the following person, who shall be a full-time employee of Contractor:

Deanna Allen
DataWorks Plus, LLC
728 North Pleasantburg Drive,
Greenville, SC 29607
Phone: (864) 672-2780 x6731
Email: dlallen@dataworksplus.com

- 4.1.2 Contractor Project Director shall be responsible for Contractor’s performance of all of the Work and ensuring Contractor’s compliance with this Agreement.
- 4.1.3 During the Term of this Agreement, Contractor Project Director shall be available to meet and confer with the County Project Director at least monthly, in person or by phone, to review project progress and discuss project coordination.
- 4.1.4. Contractor shall notify County in writing of any change in the name or address of the Contractor Project Director.

4.2 Contractor Project Manager

- 4.2.1 “Contractor Project Manager” shall be the following person who shall be a full-time employee of Contractor:

John Schwerin
DataWorks Plus, LLC
728 North Pleasantburg Drive,
Greenville, SC 29607
Phone: (864) 672-2780 x6732
Email: jschwerin@dataworksplus.com

- 4.2.2 Contractor Project Manager shall be responsible for Contractor’s day-to-day activities as related to this Agreement.
- 4.2.3 During the Term of this Agreement, Contractor Project Manager shall be available to meet and confer as necessary, either in person or via telephone, no less frequently than Bi-Monthly, with County, or as determined by County Project Manager.

- 4.2.4. Contractor shall notify County in writing of any change in the name or address of the Contractor Project Manager.
- 4.3 Approval of Contractor's Staff
- 4.3.1 County approves the proposed Contractor Project Director and Contractor Project Manager listed in Subparagraphs 4.1.1 and 4.2.1 above. The County Project Director has the right to approve or disapprove any proposed replacement for the Contractor Project Director and the Contractor Project Manager. If Contractor desires to replace, or if County, at its discretion, requires removal of, either the Contractor Project Director or the Contractor Project Manager, Contractor shall provide County with a resume of each such proposed replacement, and an opportunity to interview such person prior to such person performing any Work hereunder. County shall not unreasonably delay its approval of a replacement of Contractor Project Director or Contractor Project Manager.
- 4.3.2 During the Term of the Agreement, Contractor shall endeavor to assure continuity of personnel performing key functions under this Agreement, including Contractor Project Director, Contractor Project Manager, and Contractor Technical Staff (collectively, "Contractor Key Personnel"). Notwithstanding the foregoing, the County Project Director may require removal of any Contractor Key Personnel.
- 4.3.3 In the event Contractor should desire to remove any Contractor Key Personnel from performing Work under this Agreement, Contractor shall provide County with notice at least fifteen (15) calendar days in advance, except in circumstances in which such notice is not possible (e.g., a removal for cause or other egregious act), and shall work with County on a mutually agreeable transition plan so as to ensure project continuity.
- 4.3.4 Contractor shall promptly fill any vacancy in Contractor Key Personnel with individuals having qualifications at least equivalent to those of Contractor Key Personnel being replaced or as required in this Agreement.
- 4.3.5 All Contractor staff employed by and on behalf of Contractor shall be adults, 18 years of age and older, who are legally eligible to work under the laws of the United States of America and the State of California. All Contractor Key Personnel and all other members of Contractor's staff who have direct contact with County (either by telephone, electronic or written correspondence, or in person) shall be fully fluent in both spoken and written English.

4.4 Project Status Reports by Contractor

In order to control expenditures and to ensure the reporting of all Work provided by Contractor, Contractor Project Manager shall provide County Project Director and County Project Manager with Bi-Monthly written reports ("Project Status Reports") and other additional ad hoc reports as County Project Director or County Project Manager may from time to time reasonably request. The Project Status Reports shall include, but are not limited to, the following:

- 4.4.1 Current number of bookings in the System
- 4.4.2 Number of bookings entered into the System in each of the previous two (2) months
- 4.4.3 Number of facial recognition templates remaining
- 4.4.4 Number of facial recognition searches conducted via desktop and mobile devices
- 4.4.5 Average response time for a facial recognition search
- 4.4.6 Number of scars, marks, and tattoos (SMT) listed in the System
- 4.4.7 Number of SMTs entered into the System in each of the previous two (2) months
- 4.4.8 Number of tattoo searches conducted
- 4.4.9 A list of improper SMT descriptions
- 4.4.10 Number of System resets due to System Failure or error messages
- 4.4.11 Average monthly consumption of System disc storage (listing the amount of used and free storages)

5. WORK

- 5.1 Contractor shall fully and timely perform all Work required under this Agreement, including pursuant to any fully executed Change Order or Amendment, in accordance with the terms and conditions of this Agreement.
- 5.2 Contractor acknowledges that, subject to this Section 5 (Work), all Work performed under this Agreement, including pursuant to any fully executed Change Order or Amendment, is payable on a monthly basis in arrears and in accordance with the terms and conditions of this Agreement, including but not

limited to, this Section 5 (Work), Section 8 (Prices and Fees), and Section 10 (Invoices and Payments) of this Agreement.

- 5.3 All Work performed hereunder must have the written approval of County Project Director or designee prior to payment thereof. In no event shall County be liable or responsible for payment of any such Work prior to written approval thereof.
- 5.4 If Contractor provides any Work other than as specified in this Agreement, it shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County.
- 5.5 Contractor shall establish and maintain sufficient accounting, internal control, financial reporting, and administrative capacity to effectively administer the services required by this Agreement.

6. CHANGE ORDERS AND AMENDMENTS

No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations, or conditions of this Agreement, except through the procedures set forth in this Section 6 (Change Orders and Amendments). County reserves the right to change any portion of the Work required under this Agreement, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished in the following manner:

- 6.1 For any change which does not materially affect the scope of Work, period of performance, amount of payments, or any other term or condition included under this Agreement, a Change Order shall be executed by both the County Project Director and Contractor Project Director. Consistent with the foregoing, County Project Director and Contractor Project Director may execute Change Orders for engaging Contractor for the provision of System-related professional services, upon County's request, utilizing contingency funds allocated for the Term of the Agreement.
- 6.2 For any change that materially affects the scope of Work, period of performance, price, or any other term or condition included under this Agreement, an Amendment to this Agreement shall be executed by the Board and Contractor.
- 6.3 The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. County reserves the right to add and/or change such provisions as required by the Board or County's Chief Executive Officer. The Sheriff or designee is specifically authorized to execute Amendments to this Agreement to implement such changes on behalf of County.

- 6.4 Notwithstanding Paragraph 6.2 above, the Sheriff or designee is specifically authorized to execute Amendments on behalf of County for (1) any Option Term extensions of this Agreement pursuant to Paragraph 7.2 below, (2) modifications pursuant to Section 39.0 (Assignment by Contractor) of Exhibit A (Additional Terms and Conditions), and (3) the addition, deletion, or replacement of any System component that does not increase the Maximum Contract Sum by more than ten percent (10%) for the Term of this Agreement.

7. TERM

- 7.1 The term of this Agreement shall commence on February 8, 2015 and shall terminate on February 7, 2019 (the "Initial Term"), unless terminated earlier in whole or in part, as provided in this Agreement.
- 7.2 The County has the option, at the Sheriff's discretion, to extend the Term of this Agreement for up to three (3) additional one-year periods, (each an "Option Term"). Each such Option Term extension shall be in the form of a written Amendment pursuant to Paragraph 6.4 above. As used herein, the "Term" shall mean the Initial Term and, if extended, each Option Term, as the case may be.
- 7.3 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an Option Term extension of the Agreement.
- 7.4 Contractor shall notify the Department when this Agreement is within six (6) months from the expiration of the Term of this Agreement as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the County Project Director at the address herein provided in Subparagraph 3.1.1 above.

8. PRICES AND FEES

8.1 General

- 8.1.1 The prices and fees for this Agreement payable by County to Contractor for performing all tasks, deliverables, goods, services and any other Work required under this Agreement shall be as set forth on Exhibit C (Price Sheet and Equipment List) of this Agreement. Such prices and fees shall be firm and fixed for the Term of this Agreement.
- 8.1.2 Contractor shall not be entitled to payment or reimbursement for any tasks, Deliverables, goods, services and any other Work, nor for any incidental or administrative expenses whatsoever incurred in or

incidental to performance hereunder, except as specified in this Agreement.

8.2 Maximum Contract Sum

The Maximum Contract Sum under this Agreement shall be the total monetary amount that would be payable by County to Contractor for providing required Work under this Agreement for the Term, including an allocation of \$460,000 in contingency funds, to cover System-related professional services requested by County and other exclusions identified in Section 21.0 (Exclusions) of Exhibit B (Statement of Work) of this Agreement. The Maximum Contract Sum for this Agreement, including such contingency funds and applicable Taxes authorized by County hereunder, shall in no event, expressly or by implication, exceed \$3,522,616, and shall be allocated as set forth in Exhibit C (Price Sheet and Equipment List) of this Agreement. Contractor acknowledges and agrees that the Maximum Contract Sum is an all-inclusive, not-to-exceed price that is an agreed upon assessment of the amount to be paid by County to Contractor for the Term of the Agreement.

8.3 Teardown, Move, and Reconfiguration (TMR) Services

Contractor shall provide TMR services, which may be required by County during the Term of this Agreement, at no cost to the County, as depicted in Paragraph 4.2 of the SOW of this Agreement. All costs of any repairs resulting from damage incurred during said TMRs, inclusive of all parts, labor, and travel expenses for Contractor employees providing services under this Agreement, shall be the sole responsibility of the Contractor.

8.4 No Payment for Services Provided Following Expiration/Termination of Agreement

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

9. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS

9.1 Notwithstanding any other provision of this Agreement, either expressly or by implication, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future

fiscal years unless and until the Board appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated and such termination shall be deemed a termination for convenience pursuant to Section 6.0 (Termination for Convenience) of Exhibit A (Additional Terms and Conditions) of this Agreement. County shall endeavor to notify Contractor in writing of any such non-appropriation of funds at the earliest possible date.

10. INVOICES AND PAYMENTS

10.1 Approval of Invoices

All invoices shall be submitted on a monthly basis in arrears for work performed the previous month. All invoices submitted by Contractor for payment must have the written approval of County Project Director or designee, as evidenced by County Project Director's or designee's signature on the applicable invoice, prior to any payment thereof; such written approval shall not be unreasonably withheld. In no event shall County be liable or responsible for any payment prior to such written approval.

10.2 Detail. Each invoice submitted by Contractor shall include:

The tasks, subtasks, Deliverables, goods, services, or other Work as described in Exhibit B (Statement of Work) and Exhibit C (Price Sheet and Equipment List) of this Agreement for which payment is claimed and the amount of payment therefore.

Contractor shall prepare invoice format and content in the following manner:

10.2.1 County's Agreement number;

10.2.2 Billing period;

10.2.3 Billing date;

10.2.4 Service location(s);

10.2.5 Name of all Contractor staff performing Work hereunder during the billing period;

10.2.6 Dates service provided; and

10.2.7 Total amount due.

10.3 No Out-of-Pocket Expenses.

Contractor acknowledges that out-of-pocket expenses, including travel, meal, and lodging expenses, are not reimbursable by County. Accordingly, Contractor's invoices shall not include out-of-pocket expenses.

10.4 Contractor Responsibility

Contractor is responsible for the accuracy of invoices submitted to County. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor.

10.5 Submission of Invoices

Contractor shall submit an original invoice and one (1) copy to the following addresses shown below:

ORIGINAL TO:

Los Angeles County Sheriff's Department
12440 E. Imperial Highway, Suite 400 W
Norwalk, California 90650
Attention: Lieutenant Joshua Thai

COPY TO:

Los Angeles County Sheriff's Department
Fiscal Administration – Contracts Accounts Payable
4700 Ramona Boulevard, Room 316
Monterey Park, California 91754

10.6 County's Right to Withhold

In addition to any rights of County provided in this Agreement, or at law or in equity, County may, upon notice to Contractor, withhold payment for any Work while Contractor is in default hereunder, or at any time that Contractor has not provided County approved Work.

10.7 Invoice Discrepancy Report

The County Project Manager or designee shall review all invoices for any discrepancies and issue an Invoice Discrepancy Report ("IDR") to Contractor within ten (10) Business Days of receipt of invoice if payment amounts are disputed. Contractor shall review the disputed charges and submit to the County Project Manager a written explanation detailing the basis for the charges within ten (10) Business Days of receipt of the IDR from the County Project Manager. If

the County Project Manager does not receive a written response from Contractor within ten (10) Business Days of County's notice to Contractor of an IDR, then County payment will be made, less the disputed charges. None of the foregoing shall preclude County from seeking remedy from Contractor for invoice discrepancies discovered at any time during the Term of the Agreement. A sample of the IDR form is attached to this Agreement as Exhibit P (Invoice Discrepancy Report).

11. OWNERSHIP AND LICENSE

- 11.1 County owns and/or has license rights to the System and System Software installed and operated by the Department as of the effective date of this Agreement, pursuant to the terms of the original purchase order(s) for such System.
- 11.2 County may, from time to time, acquire licenses for new software to replace existing obsolete software in order to accommodate newly acquired hardware for the System.
- 11.3 Subject to the terms and conditions contained herein and any use restrictions set forth in the applicable license agreement, Contractor shall grant to County a non-exclusive, non-transferrable license to use such newly acquired System Software pursuant to the terms of the applicable purchase order(s) for the System.
- 11.4 Notwithstanding anything to the contrary contained in this Section 11 or the Agreement, County shall have perpetual license to all System Software components provided or maintained by Contractor under this Agreement, except as may be limited by any applicable third party software licenses.

12. REPLACEMENT PRODUCTS

- 12.1 If during the remainder of the Term of this Agreement, Contractor assigns or transfers this Agreement to a permitted assignee, pursuant to Section 39.0 (Assignment by Contractor) of Exhibit A (Additional Terms and Conditions) of this Agreement, and subsequent to such assignment, Contractor or the assignee communicates to County the assignee's decision to discontinue any of its Support (as defined in this Paragraph 12.1) of the System and/or System Software at any time during the remainder of the Term of this Agreement, then County, at its option and without limiting or altering its rights under the license, may require that Contractor or its permitted assignee replace the System and System Software with similar System and System Software products that are currently supported by Contractor or its permitted assignee (in this Section 12 (Replacement Products) defined as "Replacement Products") at no additional cost to County.

- 12.2 In this Section 12 (Replacement Products), the term "Support" shall mean all required PM and Remedial Repair on the System and/or System Software during the Term of this Agreement.
- 12.3 The assignee, by taking benefit (including, without limitation, acceptance of any payment under this Agreement) shall be deemed to have ratified this Section 12 (Replacement Products). All terms and conditions of this Agreement shall continue in full force and effect for the Replacement Products. In addition, the following terms and conditions shall apply if Replacement Products are provided by Contractor or assignee:
- 12.3.1 Contractor, or permitted assignee, shall, at no cost to County and in accordance with a reasonable schedule determined by County, provide license for and implement the Replacement Product, convert and migrate all of County's data from the System Software format to the Replacement Product format to ensure County is able to use such Replacement Product;
- 12.3.2 Contractor or Contractor's permitted assignee, as the case may be, shall continue to provide PM for the Replacement Product in exchange for the fees for PM under this Agreement for the balance of the Term of this Agreement;
- 12.3.3 Contractor or Contractor's permitted assignee shall provide all County users and support personnel reasonable training for purposes of learning the Replacement Product. Training shall be provided at no additional cost to County;
- 12.3.4 Any and all units of the Replacement Product or otherwise offered separately, and needed to match the original System's and System Software's level of functionality or specifications shall be supplied by Contractor's permitted assignee without additional cost or penalty and shall not affect the calculation of any fees for PM;
- 12.3.5 All license terms and conditions shall remain as granted herein with no additional fees imposed on County; and
- 12.3.6 The definitions of "System" and "System Software" shall then include the Replacement Product.

13. LIQUIDATED DAMAGES

- 13.1 If, in the judgment of the County Project Director, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the County Project Director, at such person's option, in addition to, or in lieu of, other

remedies provided herein, may withhold the entire monthly payment or deduct pro rata from Contractor's invoice for Work not performed. Information regarding the Work not performed and the amount to be withheld or deducted from payments to the Contractor from County will be forwarded to Contractor by the County Project Director in a written notice describing the reasons for said action.

- 13.2 If the County Project Director determines that there are deficiencies in the performance of this Agreement that are correctable over a certain time span, the County Project Director will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, the County Project Director may:
 - 13.2.1 Deduct from Contractor's payment, pro rata, those applicable portions of the monthly payment; and/or
 - 13.2.2 Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, or as specified in Exhibit R (Performance Requirements Summary (PRS) Chart) of this Agreement, and that Contractor shall be liable to County for liquidated damages in the said amount. Said amount shall be deducted from County's payment to Contractor; and/or
 - 13.2.3 Upon giving five (5) Business Days' notice to Contractor for failure to correct the deficiencies, County may correct any and all deficiencies and the total costs incurred by County for completion of the Work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from County, as determined by County.
- 13.3 The action noted in Paragraph 13.2 shall not be construed as a penalty, but as an adjustment of payment to Contractor to recover County cost due to the failure of Contractor to complete or comply with the provisions of this Agreement.
- 13.4 This Section 13 (Liquidated Damages) shall not, in any manner, restrict or limit County's right to damages for any breach of this Agreement provided by law or as specified in Exhibit R (Performance Requirements Summary (PRS) Chart) of this Agreement or Paragraph 13.2 above, and shall not, in any manner, restrict or limit County's right to terminate this Agreement as agreed to herein.

14. NOTICES

All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (a) by hand with signed receipt; (b) by first-class registered or certified mail, postage prepaid; (c) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid; or (d) by overnight commercial carrier, with signed receipt. Notice is deemed given at the time of signed receipt in the case of hand delivery, three (3) calendar days after deposit in the United States mail as set forth above, on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing, or on the date of signature receipt by the receiving part of any overnight commercial carrier delivery. Addresses may be changed by either party giving ten (10) calendar days prior notice in accordance with the procedures set forth above, to the other party.

To County: (1) Los Angeles County Sheriff's Department
Records and Identification Bureau
12440 E. Imperial Highway, Suite 400 W
Norwalk, California 90650
Attention: Lieutenant Joshua Thai
Facsimile: (323) 415-2905
Email: jwthai@lasd.org

with a copy to:

(2) Los Angeles County Sheriff's Department
4700 Ramona Boulevard, Room 214
Monterey Park, CA 91754-2169
Attention: Assistant Director
Facsimile: (323) 415-6874
Email: scousin@lasd.org

To Contractor: DataWork Plus, LLC
728 North Pleasantburg Drive,
Greenville, SC 29607
Attention: Deanna Allen
Facsimile: (846) 672-2787
Email: dlallen@dataworksplus.com

The County Project Director shall have the authority to issue all notices or demands, which are required or permitted by County under this Agreement.

15. ARM'S LENGTH NEGOTIATIONS

This Agreement is the product of an arm's length negotiation between Contractor and County. Each party has had at all times the opportunity to receive advice from independent counsel of its own choosing. Accordingly, this Agreement is to be interpreted fairly as between the parties, and not strictly construed as against either party as drafter or creator.

16. SURVIVAL

The following Sections of this Agreement shall survive its expiration or termination for any reason: Section 1 (Agreement & Interpretation), Section 2 (Definitions), Section 5 (Work), Section 6 (Change Orders and Amendments), Section 8 (Prices & Fees), Section 10 (Invoices and Payments), Section 13 (Liquidated Damages), Section 14 (Notices), Section 15 (Arm's Length Negotiations), Section 16 (Survival), and all the terms and conditions set forth in Exhibit A (Additional Terms and Conditions) of this Agreement. In addition, any other Sections, Paragraphs, Subparagraphs of, or Exhibits and Attachments to, this Agreement that by their nature may reasonably be presumed to survive any termination or expiration of this Agreement, shall so survive.

**AGREEMENT
FOR
DIGITAL MUGSHOT SYSTEM
MAINTENANCE AND SUPPORT SERVICES**

IN WITNESS WHEREOF, County and Contractor by their duly authorized signatures have caused this Agreement to be effective on the day, month and year first above written.

**COUNTY OF LOS ANGELES:
Sheriff's Department**

By _____
JIM McDONNELL, SHERIFF

**CONTRACTOR:
DATAWORKS PLUS, LLC**

By _____
signature

Print Name
Vice President, Biometrics Solutions Division
Title

**APPROVED AS TO FORM:
MARK J. SALADINO
County Counsel**

By _____
VICTORIA MANSOURIAN
Principal Deputy County Counsel

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

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EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions are applicable to, and form a part of, the Agreement. Capitalized terms not otherwise defined in this Exhibit A (Additional Terms and Conditions) as used herein (this "Exhibit") have the meanings given to such terms in Section 2 (Definitions) of the Agreement.

1.0 SUBCONTRACTING

County has relied, in entering into the Agreement, on the reputation of, and on obtaining the personal performance of Contractor itself. Consequently, no performance of the Agreement, or any portion thereof, shall be subcontracted by Contractor without County's prior written approval. Any attempt by Contractor to subcontract any performance, obligation, or responsibility under the Agreement without such prior written approval by County shall be null and void and shall constitute a material breach of the Agreement, upon which County may immediately terminate the Agreement.

2.0 DISPUTE RESOLUTION PROCEDURE

2.1 General

Contractor and County agree to act immediately to resolve mutually any disputes that may arise with respect to the Agreement. All such disputes shall be subject to the provisions of this Section 2.0 (Dispute Resolution Procedure) (such provisions are collectively referred to as the "Dispute Resolution Procedures"). Time is of the essence in the resolution of disputes.

2.2 Continued Work

Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance, other than payment by County for approved Work, which the parties mutually determine should be delayed as a result of such dispute.

2.2.1 If Contractor fails to continue without delay its performance hereunder that County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by the

County, or County may deduct or offset all such additional costs from any amounts due to Contractor from County.

- 2.2.2 If County fails to continue without delay to perform its responsibilities under the Agreement which County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.

2.3 Dispute Resolution Procedures

In the event of any dispute between the parties with respect to the Agreement, Contractor and County shall submit the matter as follows:

- 2.3.1 Contractor and County shall first submit the matter to the County Project Manager and Contractor Project Manager for the purpose of endeavoring to resolve such dispute.
- 2.3.2 If the County Project Manager and Contractor Project Manager are unable to resolve the dispute within a reasonable time, not to exceed five (5) Business Days from the date of submission of the dispute, then the matter immediately shall be submitted to the County Project Director and Contractor Project Director for further consideration and discussion to attempt to resolve the dispute.
- 2.3.3 If the County Project Director and Contractor Project Director are unable to resolve the dispute within a reasonable time not to exceed five (5) Business Days, then the matter shall be immediately submitted to Contractor's president or chief operating officer and the Sheriff. These persons shall have five (5) Business Days to attempt to resolve the dispute.
- 2.3.4 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under the Agreement and its rights and remedies as provided by law.

2.4 Documentation of Dispute Resolution Procedures

All disputes utilizing the Dispute Resolution Procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in Paragraph 2.3 (Dispute Resolution Procedures) above, the efforts to resolve a dispute shall be undertaken by conference

between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.

2.5 Not Applicable to County's Right to Terminate

Notwithstanding any other provision of the Agreement, County's right to terminate the Agreement pursuant to Section 4.0 (Termination for Insolvency), Section 5.0 (Termination for Default), Section 6.0 (Termination for Convenience), or Section 7.0 (Termination for Improper Consideration), in each case, of this Exhibit, or any other termination provision under the Agreement, shall not be subject to the Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

3.0 CONFIDENTIALITY

3.1 General

3.1.1 Contractor shall maintain the confidentiality of all records and information, events or circumstances which occur during the course of Contractor's performance under the Agreement, in accordance with all applicable Federal, State, and local laws, rules, regulations, ordinances, guidelines, policies and procedures, and directives relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

3.1.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Section 3.0 (Confidentiality), as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section 3.0 (Confidentiality) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any

settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 3.1.3 Contractor shall inform all of its directors, officers, shareholders, employees, subcontractors and agents providing services hereunder of the confidentiality provisions of the Agreement. Contractor shall provide to County an executed Exhibit E1 (Contractor Acknowledgement and Confidentiality Agreement) of the Agreement, an executed Exhibit E2 (Contractor Employee Acknowledgement and Confidentiality Agreement) of the Agreement for each of its employees performing Work under the Agreement, and an executed Exhibit E3 (Contractor Non-Employee Acknowledgement and Confidentiality Agreement) of the Agreement for each of its non-employees performing Work under the Agreement. Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to which Contractor discloses such confidential information.

3.2 Disclosure of Information

- 3.2.1 With respect to any confidential information obtained by Contractor pursuant to the Agreement, Contractor shall: (a) not use any such records or information for any purpose whatsoever other than carrying out the express terms of the Agreement; (b) promptly transmit to County all requests for disclosure of any such records or information; (c) not disclose, except as otherwise specifically permitted by the Agreement, any such records or information to any person or organization other than County without County's prior written authorization that the records are, or information is, releasable; and (d) at the expiration or termination of the Agreement, return all such records and information to County or maintain such records and information according to the written procedures sent to Contractor by County for this purpose.
- 3.2.2 Without limiting the generality of Subparagraph 3.2.1 of this Exhibit, in the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall immediately notify the County Project Director. Thereafter, Contractor shall comply with such order, process, or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

3.3 Contractor Information

Any and all confidential or proprietary information which is developed or was originally acquired by Contractor outside the scope of the Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "proprietary" or "confidential." County shall undertake reasonably to maintain the confidentiality of materials marked by Contractor as "proprietary" or "confidential." Notwithstanding any other provision of the Agreement, County shall not be obligated in any way under the Agreement for:

- 3.3.1 Any of Contractor's proprietary and/or confidential materials not plainly and prominently marked with restrictive legends;
- 3.3.2 Any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by law; and
- 3.3.3 Any materials indicating the volume, frequency and type of goods and services provided by Contractor, including, but not limited to use under Section 24.0 (Resolicitation of Bids, Proposals, or Information) of this Exhibit.

3.4 Use of County Name

In recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under the Agreement within the following conditions:

- 3.4.1 Contractor shall develop all publicity material in a professional manner.
- 3.4.2 During the Term of the Agreement, Contractor shall not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the County Project Director, which shall not be unreasonably withheld or delayed.
- 3.4.3 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded the Agreement with County, provided that the requirements of this Paragraph 3.4 (Use of County Name), other than the requirements set forth in Subparagraph 3.4.2 shall apply.
- 3.4.4 Notwithstanding anything herein to the contrary, County reserves the right to object to any use of County's name and Contractor shall cure

promptly and prospectively any use of County's name that has been objected to by County.

3.5 Security

3.5.1 **System Security**

Notwithstanding anything to the contrary herein, Contractor shall provide all Work utilizing security technologies and techniques in accordance with the industry standards, Contractor's best practices and applicable County security policies, procedures and requirements set forth in this Agreement or otherwise as required by law, including those relating to the prevention and detection of fraud or other inappropriate use or access of systems and networks. Without limiting the generality of the foregoing, Contractor shall implement and use network management and maintenance applications and tools and fraud prevention and detection and encryption technologies and prevent the introduction of any disabling device into the System. In no event shall Contractor's actions or inaction result in any situation that is less secure than the security that Contractor then provides for its own systems and data.

3.5.2 **System Data Security**

Contractor hereby acknowledges the right of privacy of all persons as to whom there exists any System data or any other County data. Contractor shall protect, secure and keep confidential all such County data in compliance with all federal, state and local laws, rules, regulations, ordinances, and publicly known guidelines and directives, relating to confidentiality and information security, including any breach of the security of the System, such as any unauthorized acquisition of System data that compromises the security, confidentiality or integrity of personal information. Further, Contractor shall take all reasonable actions necessary or advisable to protect all System data in its possession, custody or control from loss or damage by any cause, including fire, theft or other catastrophe. In addition, if requested by County Project Director, Contractor shall provide notification to all persons whose unencrypted personal information was, or is reasonably believed to have been, acquired by any unauthorized person, and the content, method and timing of such notification shall be subject to the prior approval of County Project Director. Contractor shall not use System data for any purpose or reason other than to fulfill its obligations under this Agreement.

3.6 Injunctive Relief

Contractor acknowledges that a breach by Contractor of this Section 3.0 (Confidentiality) may result in irreparable injury to County that may not be

adequately compensated by monetary damages and that, in addition to County's other rights under the Agreement and at law and in equity, County shall have the right to injunctive relief to enforce the provisions of this Section 3.0 (Confidentiality). The provisions of this Section 3.0 shall survive the expiration or termination of this Agreement.

4.0 TERMINATION FOR INSOLVENCY

4.1 County may terminate the Agreement immediately at any time following the occurrence of any of the following:

4.1.1 Contractor has ceased to pay or has admitted in writing its inability to pay its debts for at least sixty (60) calendar 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 United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay debts that Contractor disputes in good faith;

4.1.2 The filing of a voluntary or involuntary petition (which involuntary petition is not dismissed within sixty (60) calendar days) regarding Contractor under the United States Bankruptcy Code;

4.1.3 The appointment of a receiver or trustee for Contractor; or

4.1.4 The execution by Contractor of a general assignment for the benefit of creditors other than in the course of arranging financial lines of credit.

4.2 The rights and remedies of County provided in this Section 4.0 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Agreement.

4.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects the Agreement, County may elect to retain its rights under the Agreement, as provided under Section 365(n) of the United States Bankruptcy Code (11 U.S.C. Section 365(n)). Upon written request by County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow County to exercise all of its rights and benefits under the Agreement. The foregoing shall survive the termination or expiration of the Agreement for any reason whatsoever.

5.0 TERMINATION FOR DEFAULT

5.1 County may, by written notice to Contractor, terminate the whole or any part of the Agreement, if, in the judgment of County's Project Director:

- Contractor has materially breached the Agreement; or
 - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other Work required either under the Agreement; or
 - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under the Agreement, or of any obligations of the Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) Business Days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 5.2 In the event that County terminates the Agreement in whole or in part as provided in Paragraph 5.1, County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of the Agreement to the extent not terminated under the provisions of this Paragraph.
- 5.3 If, after County has given notice of termination under the provisions of this Section 5.0 (Termination for Default), it is determined by County that Contractor was not in default under the provisions of this Section 5.0 (Termination for Default), the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 6.0 (Termination for Convenience).
- 5.4 The rights and remedies of County provided in this Section 5.0 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.

6.0 TERMINATION FOR CONVENIENCE

6.1 Termination for Convenience

The Agreement may be terminated, in whole or in part from time to time, by County in its sole discretion for any reason. Termination of Work hereunder shall be effected by delivery to Contractor of a notice of termination specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) calendar days after notice.

6.2 No Prejudice; Sole Remedy

Nothing in this Section 6.0 (Termination for Convenience) is deemed to prejudice any right of Contractor to make a claim against the County in accordance with

the Agreement and applicable law and County procedures for payment for Work through the effective date of termination. Contractor, however, acknowledges that the rights and remedies set forth in this Paragraph 6.2 (No Prejudice; Sole Remedy) shall be the only remedy available to Contractor in the event of a termination or suspension pursuant to this Section 6.0 (Termination for Convenience) by County.

7.0 TERMINATION FOR IMPROPER CONSIDERATION

- 7.1 County may, upon written notice to Contractor, immediately terminate the right of Contractor to proceed under the Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 7.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 7.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.0 EFFECT OF TERMINATION

8.1 Remedies

In the event that County terminates the Agreement in whole or in part as provided in Section 4.0 (Termination for Insolvency), Section 5.0 (Termination for Default), Section 6.0 (Termination for Convenience), Section 7.0 (Termination for Improper Consideration) in each case of this Exhibit, then:

- 8.1.1 Contractor shall (a) stop performing Work under the Agreement on the date and to the extent specified in such notice, (b) promptly transfer and deliver to County copies of all completed Work and Work that is in process, in a media reasonably requested by County, (c) promptly transfer and deliver all items previously paid for by County, and (d) complete performance of such part of the Work as shall not have been terminated by such notice;
- 8.1.2 Unless County has terminated the Agreement pursuant to Section 6.0 (Termination for Convenience) of this Exhibit, County shall have the right to procure, upon such terms and in such a manner as County may

determine appropriate, goods, services, and other Work, similar and competitive to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs reasonably incurred by County, as determined by County, to procure and furnish such similar goods, services, and other Work;

- 8.1.3 Contractor shall promptly return to County any and all of County's confidential information that relates to that portion of the Agreement or Work terminated by County;
- 8.1.4 Contractor shall tender promptly payment to County, and shall continue to tender payment for the duration of any liquidated damages levied pursuant to Section 13.0 (Liquidated Damages) of the body of the Agreement, to the extent applicable; and
- 8.1.5 Contractor and County shall continue the performance of the Agreement to the extent not otherwise terminated.

8.2 Transition Services

Contractor agrees that in the event of any termination of the Agreement, as a result of the breach hereof by either party, or for any other reason, including expiration, Contractor shall fully cooperate with County in the transition by County to a new contractor, so that there shall be no interruption of the County's day to day operations due to the unavailability of the Work during such transition. Contractor agrees that if County terminates the Agreement pursuant to Section 6.0 (Termination for Convenience) of this Exhibit or Paragraph 5.3 of this Exhibit, Contractor shall perform transition services, and shall invoice County for such transition services determined in accordance with the rates specified in Exhibit C (Price Sheet and Equipment List) of the Agreement, and the agreed upon maximum amount in accordance with a transition plan to be agreed upon, in advance, by the County Project Director and the Contractor Project Director. Contractor further agrees that in the event that County terminates the Agreement for any breach by Contractor, Contractor shall perform transition services at no cost to County. In connection with the provision of any transition services pursuant to this Paragraph 8.2 (Transition Services), Contractor shall provide to the County Project Director, upon request by the County Project Director, documentation that reasonably details the source and amount of the expenses Contractor purports to have incurred in the provision of such transition services.

8.3 Remedies Not Exclusive

The rights and remedies of County set forth in this Section 8.0 (Effect of Termination) are not exclusive of any other rights and remedies available to County at law or in equity, or under the Agreement.

9.0 WARRANTY AGAINST CONTINGENT FEES

- 9.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
- 9.2 For breach of this warranty, County shall have the right to terminate the Agreement and, in its discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

10.0 AUTHORIZATION WARRANTY

Contractor and the person executing the Agreement on behalf of Contractor hereby represent and warrant that the person executing the Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of the Agreement that all requirements of Contractor have been fulfilled to provide such actual authority.

11.0 FURTHER WARRANTIES

In addition to the warranties elsewhere in the Agreement, Contractor represents, warrants and further covenants and agrees to the following:

- 11.1 Contractor bears the full risk of loss due to total or partial destruction of all or any part of any goods acquired from Contractor, as applicable, until acceptance by the County.
- 11.2 At the time of delivery to and acceptance by County, all goods shall be new, in good working order, in conformity with manufacturer's published specifications and descriptions, and free from defects in workmanship and materials, as determined by County.
- 11.3 Contractor shall, in the performance of all Work, strictly comply with the descriptions and representations (including performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions, and requirements) as set forth in the Agreement, including Exhibit B (Statement of Work) of the Agreement.
- 11.4 All Work shall be performed in a timely and professional manner by qualified personnel.
- 11.5 Contractor and each of its personnel performing Work hereunder have all permits, licenses, and certifications necessary to perform Contractor's obligations under the Agreement.

12.0 INDEMNIFICATION AND INSURANCE

12.1 Indemnification

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

12.2 General Provisions for All Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of the Agreement and until all of its obligations pursuant to the Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraph 12.2 (General Provisions for All Insurance Coverage) and Paragraph 12.3 (Insurance Coverage) below. 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 the Agreement. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to the Agreement.

12.2.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under the Agreement.
- Renewal Certificates shall be provided to County not less than ten (10) calendar days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference the Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of Contractor identified as the contracting party in the Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance

Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

- Neither County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements shall be sent to:

Los Angeles County Sheriff's Department
Contracts Unit
4700 Ramona Boulevard, Room 214
Monterey Park, California 91754
Attention: Contract Compliance Manager

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

12.2.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively "County and its Agents") shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of County. County's and its Agents' additional insured status shall apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to County. The full policy limits and scope of protection also shall apply to County and its Agents as an additional insured, even if they exceed County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

12.2.3 Cancellation of or Changes in Insurance

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

12.2.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate the Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternately, 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.

12.2.5 Insurer Financial Ratings

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

12.2.6 Contractor's Insurance Shall Be Primary

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

12.2.7 Waivers of Subrogation

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

12.2.8 Subcontractor Insurance Coverage Requirements

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

12.2.9 Deductibles and Self-Insured Retentions (SIRs)

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

12.2.10 Claims Made Coverage

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

12.2.11 Application of Excess Liability Coverage

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

12.2.12 Separation of Insureds

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

12.2.13 **Alternative Risk Financing Programs**

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

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

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

12.3 Insurance Coverage

12.3.1 **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

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

12.3.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) calendar days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

12.3.4 Professional Liability/Errors and Omissions

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

13.0 INTELLECTUAL PROPERTY INDEMNIFICATION

13.1 Indemnification Obligation

Contractor shall indemnify, hold harmless and defend County Indemnitees from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees and attorney's fees, as such are incurred, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure or misappropriation, arising from or related to the System, including System Software and System hardware, or other tasks, Deliverables, goods, services or other Work licensed or acquired hereunder or the operation and utilization of Contractor's Work under the Agreement (collectively in this Section 13.0 (Intellectual Property Indemnification), "Infringement Claim(s)"). Any legal defense pursuant to Contractor's indemnification obligations under this Section 13.0 (Intellectual Property Indemnification) shall be conducted by Contractor and performed by counsel selected by Contractor and approved in writing by County (which approval shall not be unreasonably withheld). Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as required by law or the Agreement, County shall be entitled to reimbursement for all such costs and expenses.

13.2 Procedures

County shall notify Contractor, in writing, as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure. Upon such notice, Contractor shall, at no cost to County, as remedial measures, either: (i) procure the right, by license or otherwise, for County to continue to use the System, System Software, or other tasks, deliverables, goods, Services or other Work licensed or acquired hereunder, or part(s) or component(s) thereof, to the same extent of County's license or ownership rights under the Agreement; or (ii) to the extent Contractor is unable to procure such right, replace or modify the System, System Software, or other tasks, deliverables, goods, services or other Work licensed or acquired hereunder, or part(s) or component(s) thereof, with another System and/or System Software or product of services, or part(s) or component(s) thereof of at least equivalent quality and performance capabilities,

in County's determination, until it is determined by County that the System, System Software or other tasks, deliverables, goods, services or other Work licensed or acquired hereunder and all parts and components become non-infringing, non-misappropriating and non-disclosing.

13.3 Remedial Acts

If Contractor fails to complete the remedial measures in Paragraph 13.2 (Procedures) above within forty-five (45) calendar days of the date of the written notice from County or County has not approved in writing (such approval not to be unreasonably withheld) Contractor's plan of completing such remediation, then, County shall have the right to take such remedial acts as County determines to be reasonable to mitigate any impairment of its use of the System or System Software or damages or other costs or expenses in this Paragraph 13.3, (Remedial Acts). Contractor shall indemnify County under Paragraph 13.1 (Indemnification Obligation) for all amounts paid and all direct and indirect costs associated with County's Remedial Acts. Failure by Contractor to pay such amounts within ten (10) calendar days of invoice by County shall, in addition to, and cumulative to all other remedies, entitle County to immediately withhold payments due to Contractor under the Agreement up to the total of the amounts paid in connection with County's Remedial Acts.

14.0 BUDGET REDUCTIONS

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

15.0 FORCE MAJEURE

Except with respect to defaults of any subcontractors, Contractor shall not be liable for any such excess costs, if its failure to perform the Agreement arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by Contractor or any of Contractor's subcontractors), freight embargoes, or other similar acts 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 Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without any fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services

to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. Contractor agrees to use commercially reasonable best efforts to obtain such goods or services from other sources, and to mitigate the damages and reduce the delay caused by any of the above mentioned *force majeure* events. As used in this Section 15.0 (Force Majeure), the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

16.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

- 16.1 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 Agreement. It is the County's policy to conduct business only with responsible Contractors.
- 16.2 Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which 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 Contractor may have with County.
- 16.3 County may debar a Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (a) violated a term of a contract, including the Agreement, with County or a nonprofit corporation created by County, (b) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (c) committed an act or offense which indicated a lack of business integrity or business honesty, or (d) made or submitted a false claim against County or any other public entity.
- 16.4 If there is evidence that Contractor may be subject to debarment, the Sheriff's Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 16.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment.

Contractor and the Sheriff's Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

- 16.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 16.7 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
- 16.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

- 16.9 These terms shall also apply to subcontractors of County Contractors.

17.0 COMPLIANCE WITH APPLICABLE LAW

- 17.1 In the performance of the Agreement, Contractor's shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, guidelines, directives, policies and procedures, and all provisions required

thereby to be included in the Agreement are hereby incorporated herein by reference.

17.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section 17.0 (Compliance with Applicable Law) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

18.0 FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees and agents from any and all liability, including damages, losses, wages, overtime pay, liquidated damages, penalties, court costs, fees and other expenses (including attorneys' fees) arising under any wage and hour law, including the Federal Fair Labor Standards Act for Work performed by Contractor's employees.

19.0 NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES

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

19.1 Contractor shall certify to, and comply with, the provisions of Contractor's EEO Certification, attached hereto as Exhibit D (Contractor's EEO Certification) of the Agreement.

19.2 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color,

religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 19.3 Contractor certifies and agrees that it will deal with its bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 19.4 Contractor certifies and agrees that it, its affiliates, subsidiaries or holding companies, shall comply with all applicable Federal and State laws and regulations, including but not limited to:
 - 19.4.1 Title VII, Civil Rights Act of 1964;
 - 19.4.2 Section 504, Rehabilitation Act of 1973;
 - 19.4.3 Age Discrimination Act of 1975;
 - 19.4.4. Title IX, Education Amendments of 1973, as applicable; and
 - 19.4.5 Title 43, part 17, Code of Federal Regulations, subparts a & b;
 - 19.4.6 Fair Employment and Housing Act (California Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated hereunder (California Code of Regulations, Title 2, Section 7285 et seq.)

And that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, or 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 the Agreement, or under any project, program, or activity supported by the Agreement.

- 19.5 Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Section 19.0 (Nondiscrimination, Affirmative Action, and Assurances) when so requested by County; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. If County finds that any of the provisions of this Section 19.0 (Nondiscrimination, Affirmative Action, and Assurances) have been violated, such violation shall, at the election of County, constitute a material breach of the Agreement upon which County may immediately terminate or suspend the Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of the Agreement have been violated, in addition, a determination by

the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations such determination shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of the Agreement. All determinations of violations made pursuant to this Paragraph 19.5 shall be appealable by Contractor in accordance with applicable laws and regulations, and separately pursuant to Paragraph 2.3 (Dispute Resolution Procedures) of this Exhibit.

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

20.0 NONDISCRIMINATION IN SERVICES

Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in accordance with all applicable requirements of Federal and State law. For the purpose of this Section 20.0 (Nondiscrimination in Services), discrimination in the provision of services may include the following: (a) denying any person any service or benefit or the availability of the facility, (b) providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others, (c) subjecting any person to segregation or separate treatment in any manner related to the receipt of any service, (d) restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit, and (e) treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

21.0 EMPLOYMENT ELIGIBILITY VERIFICATION

21.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under the Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for the period prescribed by law.

21.2 Contractor shall indemnify, defend, and hold harmless County Indemnitees pursuant to Paragraph 12.1 (Indemnification) of this Exhibit from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert

witness, consulting or professional fees) arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County 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 hereunder.

22.0 HIRING OF EMPLOYEES

Contractor and County agree that, during the Term of the Agreement and for a period of one (1) year thereafter, except with the prior written consent of the other party, neither party shall in any way intentionally induce or solicit any Project Director, Project Manager or other employee, of one party to become an employee or agent of the other party. Notwithstanding the foregoing, County shall be entitled to make offers of employment to employees of Contractor necessary or desirable to perform Work described in the Agreement, in the event that: (a) County has the right to terminate the Agreement pursuant to Section 4.0 (Termination for Insolvency) of this Exhibit, (b) the Agreement is terminated by County due to Contractor's default pursuant to Section 5.0 (Termination for Default) of this Exhibit, (c) without resolution acceptable to both parties, Contractor and County have followed Paragraph 2.3 (Dispute Resolution Procedures) of this Exhibit, or (d) Contractor either announces the withdrawal of support of, or otherwise no longer provides services County deems essential to, the ongoing support of the Work as applicable.

23.0 CONFLICT OF INTEREST

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

23.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the Term of the Agreement. Contractor warrants that it is not now aware of any facts that do or could create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Section 23.0 (Conflict of Interest) shall be a material breach of the Agreement.

23.3 Contractor's Certification of No Conflict of Interest is attached as Exhibit M (Certification of No Conflict of Interest) of the Agreement.

24.0 RESOLICITATION OF BIDS, PROPOSALS, OR INFORMATION

- 24.1 Contractor acknowledges that, prior to the expiration or earlier termination of the Agreement, County, in its discretion, may exercise its right to invite bids, request information, or request proposals for the continued provision of the goods and services delivered or contemplated under the Agreement. County shall make the determination to re-solicit bids, request information, or request proposals in accordance with applicable County policies.
- 24.2 Contractor acknowledges that County, in its discretion, may enter into an agreement for the future provision of goods and services, based upon the bids, information, or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids, request for information, or request for proposals by virtue of its present status as Contractor.

25.0 TERMINATION FOR NON-ADHERENCE TO COUNTY LOBBYIST ORDINANCE

- 25.1 Contractor and each County Lobbyist or County Lobbying Firm as defined in Los Angeles County Code Section 2.160.010 retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyist or County Lobbying Firm retained by Contractor to fully comply with County Lobbyist Ordinance shall constitute a material breach of the Agreement upon which County may immediately terminate or suspend the Agreement.
- 25.2 Contractor's Familiarity with the County Lobbyist Ordinance Certification is attached as Exhibit N (Familiarity with the County Lobbyist Ordinance Certification) of the Agreement.

26.0 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

- 26.1 Should Contractor require additional or replacement personnel after the effective date of the Agreement, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence (in this Paragraph, "GAIN") or General Relief Opportunity for Work (in this Paragraph, "GROW") programs who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN participants by job category to Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first opportunity. Contractor shall report all job openings with job requirements to GainGrow@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

26.2 Contractor's Attestation of Willingness to Consider GAIN/GROW Participants is attached as Exhibit L (Attestation of Willingness to Consider GAIN/GROW Participants) of the Agreement.

27.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

Subject to all applicable laws and regulations, Contractor shall use reasonable efforts to ensure that no employee will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might reasonably, or have been observed to, impair such person's physical or mental performance.

28.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST

Contractor recognizes that County provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Exhibit or the Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible without related danger to Contractor's employees or suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely. Failure to comply with this requirement shall be considered a material breach of the Agreement by Contractor, for which County may immediately terminate the Agreement.

29.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

29.1 Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L. A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's Child Support Services Department (CSSD) will supply Contractor with the poster to be used.

29.2 The CSSD will maintain and periodically update the "L.A.'s Most Wanted: Delinquent Parents" list on the Internet. The list may be televised before and after Board meetings.

30.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

30.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County agreements are in compliance with their court-ordered child, family, and spousal support obligations

in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

30.2 As required by County's Child Support Compliance Program (Los Angeles County Code chapter 2.200) and without limiting Contractor's duty under the Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the Term of the Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or County's CSSD Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to California Code of Civil Procedure Section 706.031 and California Family Code Section 5246(b).

30.3 Failure of Contractor to maintain compliance with the requirements set forth in this Section 30.0 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default under the Agreement. Without limiting the rights and remedies available to County under any other provision of the Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate the Agreement pursuant to Section 5.0 (Termination for Default) of the Agreement and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

31.0 RECYCLED-CONTENT PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in Contractor's provision of Work pursuant to the Agreement.

32.0 COMPLIANCE WITH JURY SERVICE PROGRAM

32.1 Jury Service Program

The Agreement is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit G (Jury Service Ordinance) and incorporated by reference into and made a part of the Agreement. Contractor's Contractor Employee Jury Service Program Certification Form and Application for Exception is attached as Exhibit H (Contractor Employee Jury Service Program Certification Form and Application for Exception) of the Agreement.

32.2 Written Employee Jury Service Policy.

- 32.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the Los Angeles County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the Los Angeles County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employees' regular pay the fees received for jury service.
- 32.2.2 For purposes of this Section 32.0 (Compliance with Jury Service Program), "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: (a) the lesser number is a recognized industry standard as determined by County, or (b) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Agreement, the subcontractor shall also be subject to the provisions of this Section 32.0 (Compliance with Jury Service Program). The provisions of this Section 32.0 (Compliance with Jury Service Program) shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
- 32.2.3 If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Term and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service

Program's definition of "Contractor" or that Contractor continues to qualify for an exception to the Jury Service Program.

- 32.2.4 Contractor's violation of this Section 32.0 (Compliance with Jury Service Program) of this Exhibit may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

33.0 BACKGROUND AND SECURITY INVESTIGATIONS

- 33.1 Each of Contractor's staff performing services under the Agreement who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under the Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.
- 33.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Agreement at any time during the term of the Agreement. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 33.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 33.4 Disqualification of any member of Contractor's staff pursuant to this Section 33.0 (Background and Security Investigations) shall not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of the Agreement.

34.0 ACCESS TO COUNTY FACILITIES

Contractor, its employees, and agents will be granted access to County facilities, subject to Contractor's prior notification to and approval by the County Project Director, for the purpose of executing Contractor's obligations hereunder. Contractor shall have no tenancy, or any other property or other rights in County facilities. While present at County facilities, Contractor's personnel shall be accompanied by County personnel at

all times, unless this requirement is waived in writing prior to such event by the County Project Director.

35.0 COUNTY FACILITY OFFICE SPACE

In order for Contractor to perform services hereunder and only for the performance of such services, County may elect, subject to County's standard administrative and security requirements, to provide Contractor with office space and equipment, as determined at the discretion of the County Project Director, at County facilities, on a non-exclusive use basis. County shall also provide Contractor with reasonable telephone service and network connections in such office space for use only for purposes of the Agreement. County disclaims any and all responsibility for the loss, theft or damage of any property or material left at such County office space by Contractor.

36.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

36.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made promptly after Contractor has become aware of such damage, but in no event later than thirty (30) calendar days after the occurrence.

36.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand, or without limitation of all County's other rights and remedies provided at law or equity, or under the Agreement, County may deduct such costs from any amounts due to Contractor from County under the Agreement.

37.0 INTENTIONALLY OMITTED

38.0 FEDERAL EARNED INCOME TAX CREDIT

Contractor shall notify its employees and shall require each subcontractor to notify its employees that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015, attached as Exhibit Q (IRS Notice 1015) of the Agreement. Additional copies of the Internal Revenue Service Notice 1015 can be obtained by calling 1-800-829-3676 or from the IRS website at www.irs.gov.

39.0 ASSIGNMENT BY CONTRACTOR

39.1 Contractor shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent

shall be null and void. For purposes of this Paragraph 39.1, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties, and which may be executed by the Sheriff, on behalf of the County with the written concurrence of County Counsel. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's discretion, against claims which Contractor may have against County.

- 39.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person, corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with Paragraph 39.1 of this Exhibit.
- 39.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

40.0 INDEPENDENT CONTRACTOR STATUS

- 40.1 The Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent Contractor.
- 40.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing Work pursuant to the Agreement all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- 40.3 Contractor understands and agrees that all persons performing Work pursuant to the Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. County shall have no

obligation to furnish, or liability for, workers' compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to the Agreement.

40.4 Contractor shall adhere to the provisions stated in Section 3.0 (Confidentiality) of this Exhibit.

41.0 RECORDS AND AUDITS

41.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to the Agreement, including any termination hereof, in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of the Agreement. Contractor agrees that County, or its authorized representatives, shall, with reasonable notice and during regular business hours, have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records of Contractor relating to the Agreement. Should the examination and audit be performed by a non-County entity or should a non-County entity be requested by County to review information received pursuant to an audit or examination under this Section 41.0 (Records and Audits), Contractor may require the non-County examiner or auditor, as the case may be, to execute a nondisclosure contract prior to any disclosure. The nondisclosure Agreement shall limit the non-County entity's use of information received or reviewed in connection with the examination and audit to work performed specifically for the benefit of County. All such material, including all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, shall be kept and maintained by Contractor and shall be made available to County during the Term of the Agreement and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then at Contractor's option, Contractor shall either (a) provide County with access to such material at a mutually agreed upon location inside Los Angeles County, or (b) pay County for travel, per diem, and other costs and expenses incurred by County to examine, audit, excerpt, copy or transcribe such material at such outside location.

41.2 If an audit is conducted of Contractor specifically regarding the Agreement by any Federal or State auditor, or by an auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor Controller and the County Project Director within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under the Agreement.

- 41.3 If, at any time during or after the Term of the Agreement, representatives of County conduct an audit of Contractor, as and to the extent permitted hereunder, regarding the Work performed under the Agreement, the results of such audit, including any final determination in respect of an underpayment or overpayment, if any by County under the Agreement, shall be provided in writing to Contractor. Contractor shall have thirty (30) calendar days to review the findings contained in such audit and notify County of any objection to the same. Such notice must include, in reasonable detail, the basis for Contractor's objection and any supporting documentation and analysis for Contractor's objection. If the parties cannot agree, within fifteen (15) calendar days of receipt of Contractor's objection to the findings contained in County's audit, on the amount of underpayment or overpayment, if any, by County to Contractor hereunder, then either party may submit such matter to the Dispute Resolution Procedure, provided such matter shall be submitted initially, directly to the County Project Director and the Contractor Project Director. If Contractor fails to notify County of any objection it has to the findings of County's audit within the thirty (30) day period set forth above, Contractor waives any right to object to the findings of such audit, including any determination of overpayment by County. If such audit, whether initially following a waiver by Contractor of its right of objection or upon final determination pursuant to the Dispute Resolution Procedure, finds that County's dollar liability for any such Work is less than payments made by County to Contractor, then the difference, together with County's reasonable costs of audit, shall be either repaid by Contractor to County by cash payment upon demand or, at the discretion of the County Project Director, deducted from any amounts due to Contractor from County. If such audit finds that County's dollar liability for such Work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County, but in no event shall County's payments to Contractor exceed the Maximum Contract Sum.
- 41.4 Failure on the part of Contractor to comply with any of the provisions of this Section 41.0 (Records and Audits) of this Exhibit, shall constitute a material breach upon which County may terminate or suspend the Agreement.

42.0 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES

Contractor shall obtain and maintain in effect during the Term of the Agreement, all licenses, permits, registrations, accreditation, and certificates required by all Federal, State, and local laws, ordinances, rules, and regulations, which are applicable to Contractor's services under the Agreement. Contractor shall further ensure that all of its officers, employees, and agents who perform services hereunder, obtain and maintain in effect during the Term of the Agreement all licenses, permits, registrations, accreditation, and certificates which are applicable to their performance hereunder. If and to the extent requested by County, Contractor shall provide a copy of each such license, permit, registration, accreditation, and certificate, in duplicate, to:

Los Angeles County Sheriff's Department
Contracts Unit, Room 214
Attn: Contracts Manager
4700 Ramona Boulevard
Monterey Park, CA 91754

43.0 NO THIRD PARTY BENEFICIARIES

Notwithstanding any other provision of the Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of the Agreement, except that this Section 43.0 (No Third Party Beneficiaries) shall not be construed to diminish Contractor's indemnification obligations hereunder.

44.0 MOST FAVORED PUBLIC ENTITY

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

45.0 COUNTY'S QUALITY ASSURANCE PLAN

County or its agent will evaluate Contractor's performance under the Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with the terms and conditions and performance standards of the Agreement. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the County Board of Supervisors. The report will include improvement and corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate the Agreement or impose other penalties as specified in the Agreement.

46.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

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

47.0 CONTRACTOR TO NOTIFY COUNTY WHEN IT HAS REACHED 75% OF MAXIMUM CONTRACT SUM

If applicable, Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Maximum Contract Sum. Upon occurrence of this event, Contractor shall send written notification to the County Project Director and the County Project Manager.

48.0 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF AGREEMENT

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

49.0 SAFELY SURRENDERED BABY LAW

49.1 Notice to Employees

Contractor shall notify and provide to its employees and shall require each subcontractor performing Work under the Agreement to notify and provide to its employees a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit F (Safely Surrendered Baby Law) of the Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

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

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

50.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Contractor and County agree that, during the term of the Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

51.0 PUBLIC RECORDS ACT

51.1 Any documents submitted by Contractor, all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records, pursuant to Section 41.0 (Records and Audits) of this Exhibit; as well as those documents which were required to be submitted in response to the Sole Source process used for the Agreement, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "Trade Secret," "Confidential," or "Proprietary." County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

52.0 INTENTIONALLY OMITTED

53.0 WAIVER

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

54.0 GOVERNING LAW, JURISDICTION, AND VENUE

The Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California applicable to contracts made and to be performed within that state. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California (except with respect to claims that are

subject to exclusive Federal subject matter jurisdiction, as to which Contractor agrees and consents to the exclusive jurisdiction of the United States District Court of the Central District of California) for all purposes regarding the Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the Central District of the Superior Court for the County of Los Angeles, California.

55.0 SEVERABILITY

If any provision of the Agreement is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective. In the event that one or more of the provisions of the Agreement is found to be invalid, illegal or unenforceable in any respect, such provision shall be deleted here from and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless the Agreement fails of its essential purpose because of such deletion.

56.0 RIGHTS AND REMEDIES

The rights and remedies of County provided in any given Section, as well as throughout the Agreement, including throughout this Exhibit, are non-exclusive and cumulative with any and all other rights and remedies under the Agreement, at law, or in equity.

57.0 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. The Agreement shall not restrict County or the Department from acquiring similar, equal or like goods and/or services from other entities or sources.

58.0 FACSIMILE

Except for the parties initial signatures to the Agreement, which must be provided in "original" form, and not by facsimile, County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on change notices or in other correspondence, notices, etc. requiring signatures, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed thereto, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

59.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

59.1 The Agreement is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

- 59.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 59.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 59.4 If Contractor has obtained certification as a Local Small Business Enterprise 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 the Agreement to which it would not otherwise have been entitled, shall:
- 59.4.1 Pay to County any difference between the Agreement amount and what County's costs would have been if the Agreement had been properly awarded;
- 59.4.2 In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the Agreement; and
- 59.4.3 Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).
- 59.4.4 The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Internal Services Department of this information prior to responding to a solicitation or accepting an Agreement award.

60.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PROMPT PAYMENT PROGRAM

Certified Local SBEs 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.

61.0 TERMINATION FOR NON APPROPRIATION OF FUNDS

Notwithstanding any other provision of the Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of the Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for the Agreement in County's Budget for each such future fiscal year. In the

event that funds are not appropriated for the Agreement, then the Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County shall notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

62.0 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

62.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through agreements 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.

62.2 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 the Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206, attached as Exhibit I (Defaulted Property Tax Reduction Program Ordinance) of the Agreement. Contractor's Certification of with County's Defaulted Property Tax Reduction Program Ordinance is attached as Exhibit J (Certification of with County's Defaulted Property Tax Reduction Program Ordinance) of the Agreement.

63.0 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 Section 62.0 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under the Agreement. Without limiting the rights and remedies available to County under any other provision of the Agreement, failure of Contractor to cure such default within ten (10) Business Days of notice shall be grounds upon which County may terminate the Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206, attached as Exhibit I (Defaulted Property Tax Reduction Program Ordinance) of the Agreement.

64.0 TIME OFF FOR VOTING

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

65.0 NOTICE OF DELAYS

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

* * * * *

EXHIBIT B

STATEMENT OF WORK

STATEMENT OF WORK

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STATEMENT OF WORK

Capitalized terms used in this Exhibit B (Statement of Work), not otherwise defined herein, shall have the meanings given to such terms in Section 2 (Definitions) of the body of the Agreement.

1.0 PURPOSE

The purpose of the Agreement is to provide the Los Angeles County Sheriff's Department (Department) Los Angeles County (County) Regional Identification System Unit (LACRIS), with maintenance and support services for proprietary DataWorks Plus, LLC (DataWorks) software and hardware, used for the Countywide digital mugshot system, known as the Los Angeles PhotoManager System (System). System hardware and System Software is itemized in Attachment 1 (Equipment List) of Exhibit C (Price Sheet and Equipment List) of the Agreement.

2.0 BACKGROUND

2.1 The LiveScan machines are located in every police station, Department station, criminal booking facility, County Coroner's Office, Probation sites, and District Attorney's Office, and all but two (2) of the courthouses in the County. LiveScan transmits data and images via File Transfer Protocol (FTP) directly to the Automated Fingerprint Identification System (AFIS). After AFIS processes the data into a National Institute Standard and Technology (NIST) file, it sends it to be stored in the System.

2.2 The System is dynamic in that it is designed to integrate new technology as new generation mug shot hardware, software, and processing equipment are introduced.

2.3 The System provides LACRIS with a database of digital mug shots, scars, marks, and tattoo images. The capture, transmission, processing, and storage of the images and data within the network include highly sophisticated and proprietary functions designed specifically for the County.

2.3.1 System Location

LACRIS Unit
12440 E. Imperial Highway, #400 W
Norwalk, California 90650

3.0 GENERAL SCOPE OF SERVICES

- 3.1 Contractor shall maintain, support, and service the System, as further described in this Exhibit B (Statement of Work) and Exhibit C (Price Sheet and Equipment List) of the Agreement.
- 3.2 Contractor shall correct any failures of the System Software to meet OEM design specifications.

4.0 MAINTENANCE SERVICE REQUIREMENTS

- 4.1 Contractor shall provide both Preventive Maintenance and Remedial Repair Services for the System in accordance with this Exhibit B (Statement of Work) and Exhibit C (Price Sheet and Equipment List) of the Agreement.
- 4.2 Contractor may be required to perform a teardown, move, and reconfiguration (TMR) of the System listed in Attachment 1 (Equipment List) of Exhibit C (Price Sheet and Equipment List) of the Agreement, as such may be later amended. All equipment acquired after the effective date of this Agreement shall be included into the Agreement for maintenance and support services.
 - 4.2.1 During the Term of this Agreement, County may elect, and Contractor shall provide, TMR services for the System.
 - 4.2.2 County may elect to reduce the number of Systems scheduled for TMR, or to not implement any TMR, during the Term of this Agreement, as determined in the best interest of the County.
 - 4.2.3 Contractor shall provide TMR services at no cost to the County.
 - 4.2.4 Contractor shall provide all necessary materials, tools, and qualified personnel to execute TMR services.
 - 4.2.5 Contractor shall provide transportation of equipment in combination with LACRIS prior to TMR services. Transportation of equipment shall be directly supervised by LACRIS personnel.
 - 4.2.6 TMR service shall begin at a date and time to be determined by County Project Manager in consultation with Contractor. A TMR service may occur over several days during the Term of the Agreement which may or may not be contiguous. Actual locations and instructions for the TMR will be provided to Contractor by the County Project Manager using documentation procedures acceptable to Contractor.

- 4.2.7 Contractor shall ensure that each System scheduled for TMR has been successfully moved, and reconfigured to the satisfaction of County, subject to Subparagraph 4.2.8 and the approval of the County Project Manager.
- 4.2.8 Damages incurred, or repairs needed as a result of TMR services, shall be the sole responsibility of Contractor. All additional labor, parts, components, and/or materials required to repair damages resulting from said TMR shall be at the sole expense of Contractor. Contractor shall ensure that any and all damages are repaired to the satisfaction of County, and subject to the approval of County Project Manager.

5.0 SELF-DIAGNOSTIC CAPABILITY

- 5.1 Contractor shall provide County with self-diagnostic devices for the System which are capable of running self-diagnostics at pre-determined times.
- 5.2 Contractor shall ensure that diagnostic routines can also be performed on-site or on-line via remote access, by County System users or Contractor's representatives, at any given time.
- 5.3 County will make exceptions to this requirement for County network malfunctions which prohibit Contractor's remote access capabilities.

6.0 PREVENTIVE MAINTENANCE (PM) SERVICE REQUIREMENTS

- 6.1 Contractor shall provide PM services, including all enhancements, additions, and Updates to System Software, at no additional expense to County, in accordance with the recommendations and specifications of the original equipment manufacturer (OEM) for supported items, and shall consist of all PM service performed by DataWorks support personnel, independent of any System Failure, for the purpose of maintaining the System in good working order.
- 6.2 Contractor shall perform routine PM services every thirty (30) calendar days.
 - 6.2.1 Generally, routine PM services are performed on-line via remote access. Contractor shall notify LACRIS Help Desk prior to conducting a PM service whereupon a Department work order will be initiated. Upon completion of the PM service, Contractor shall notify LACRIS Help Desk that PM service has been completed, and the Department work order will be closed.

- 6.2.2 Peak usage hours of the System are between 8 a.m. to 4 p.m. In order to minimize interruption to System users, Contractor shall perform all PM services during non-peak hours, ideally between the hours of 6 p.m. and 6 a.m., and on Saturday and Sunday from 6 a.m. to 6 a.m. Each PM service shall not exceed four (4) hours.
- 6.2.3 During an on-line routine PM service, a service technician may be dispatched if on-site Remedial Repair becomes necessary.
- 6.2.4 Contractor shall notify County Project Manager or designee immediately if a temporary System shut down is necessary during a routine on-line PM service.
- 6.2.5 While on-site for a Remedial Repair at LACRIS, Contractor may elect to perform an on-site PM service only if PM service is due and with the consent of County Project Manager.
- 6.3 Contractor shall provide the Department with twenty-four (24) hours prior notice of any scheduled System shut down. The Department will ensure that Contractor has access to the equipment.
 - 6.3.1 Contractor shall immediately notify County Project Manager or designee when there is a complete or partial System Failure. Contractor shall submit a full explanation of what failed and the corrective action needed. All actions will be documented by LACRIS Help Desk in the Department work order.

7.0 REMEDIAL REPAIR SERVICE REQUIREMENTS

- 7.1 “Remedial Repair” shall mean all repair services other than PM services, required as a result of, and for the purpose of correcting a System Failure or other failure resulting in a System Failure. Remedial Repairs shall include, but not be limited to, System reboot/restart or replacement of System Servers. For purposes of this Agreement, “System Failure” shall mean, (a) the entire System is not functional, or (b) a component of the System, including software, is not working properly, adversely impacting the ability of the System to fully function as intended by the OEM of the affected component (collectively “System Failure”).
- 7.2 Contractor shall respond to a voice message for Remedial Repair services within one (1) hour of the call from County.
- 7.3 Contractor shall provide Remedial Repair services which ensure that the equipment will be repaired within eight (8) continuous hours from the time the Contractor was notified of a System Failure by County Project Manager.

- 7.4 If Contractor is unable to repair the System Failure by the eighth hour, Contractor shall replace the defective equipment with an operable device until the defective item and/or any related software have been fully repaired.
- 7.5 Contractor shall provide Remedial Repair on an on-call as-needed basis.
- 7.5.1 Contractor shall attempt to correct the problem by phone, or on-line via remote access.
- 7.5.2 If Contractor is unable to correct the problem by phone or on-line via remote access, Contractor shall begin on-site repair within four (4) hours from the time the Contractor was notified by County.
- 7.5.3 Contractor shall provide contact information for repair requests after normal business hours.
- 7.5.4 Contractor shall provide any after-hours emergency Work at no additional cost to County, upon County's request.
- 7.6 In the event of the failure of any System Server (as defined below), Contractor shall dispatch authorized support personnel to the LACRIS Unit location where the System is installed, within the time frames described in Paragraphs 7.2, 7.3, 7.4, and 7.5 above.
- 7.6.1 "System Servers" means any and all computer hardware items purchased from DataWorks that are required for the Department to perform its day-to-day duties associated with the System, including but not limited to, capture and storage of mug shot photo images, facial recognition, and six-pack, mug-book, and watch-list features.

8.0 ADDITION/DELETION OF EQUIPMENT

County, at its sole discretion, reserves the right to add, replace, or delete equipment or System Software items of a similar type and/or complexity to those listed in Exhibit C (Price Sheet and Equipment List) of the Agreement. Maintenance and support services costs for such items shall not exceed fourteen percent (14%) of the equipment purchase price including applicable tax. The addition or deletion of equipment shall be memorialized in an Amendment, as provided for in Section 6 (Change Orders and Amendments) of the Agreement.

9.0 SOFTWARE MAINTENANCE AND SUPPORT SERVICES

- 9.1 Contractor shall provide and install all software upgrades, enhancements, revisions, improvements, bug fixes, patches and modifications to the System, including, but not limited to, auto updating, service packs, operating System updates, critical patches, hardware firmware

updates/upgrades, and other System updates as necessary (collectively, "Updates").

- 9.2 Contractor shall, at no additional cost to County, provide Updates as they become available, including, without limitation, those required in order to achieve and maintain compliance with applicable federal, state and local laws, rules, regulations, and ordinances.

10.0 CONTRACTOR'S RESPONSIBILITIES

- 10.1 Contractor and each of Contractor's staff (service technicians) assigned to provide services under this Agreement shall, prior to commencing Work, complete a Department security clearance check prior to entering any LACRIS facility, or accessing equipment or any part of the Sheriff's Data Network (SDN).
- 10.2 Security clearance shall be reviewed annually and is revocable at any time with or without cause.
- 10.3 Contractor's employees providing services under this Agreement shall prominently display Contractor-provided picture-identification badges at all times while conducting business at any Department facility.
- 10.4 Contractor shall provide ongoing PM services in accordance with the specific requirements as outlined in Section 6.0 (Preventive Maintenance Service Requirements) of this SOW.
- 10.5 Contractor shall provide Remedial Repair services in accordance with the specific requirements as outlined in Section 7.0 (Remedial Repair Service Requirements) of this SOW.
- 10.6 The Contractor Project Manager shall meet with the County Project Manager as follows:
- a. Bi-Monthly management meeting to discuss project overview and maintenance issues;
 - b. As-needed meetings, as determined by County Project Manager, to discuss other issues. Contractor will be given written or electronic notification three (3) calendar days prior to these meetings as to the date, time, and location.
- 10.7 Contractor shall maintain a complete service-call tracking system, including appropriate documentation, for each equipment item covered under this Agreement which shall minimally include:

- a. Dates and times service calls are placed;
- b. Dates and times service calls are dispatched and completed;
- c. Facility from which service call is placed;
- d. Name of the person who placed the service call;
- e. Serial number of equipment serviced;
- f. Description of problem;
- g. Description of Work completed or disposition of Work in progress, including a listing of parts replaced or placed on order;
- h. Complete, documented service history of each piece of equipment;
- i. Service technician's full printed name;
- j. Service technician's signature; and
- k. Agreement number.

10.8 Upon completion of each PM service or Remedial Repair service call, as the case may be, Contractor's service technicians shall call County personnel at the LACRIS Help Desk at (562) 345-4400, and provide a disposition (report) within one (1) hour of completing a PM service or Remedial Repair service call, to County Project Manager.

10.9 Contractor shall, upon request and within one (1) calendar day, provide the County Project Manager with any requested information regarding service calls/history of the equipment.

11.0 CONTRACTOR'S STAFF

11.1 Contractor shall staff one (1) Contractor Project Director and one (1) Contractor Project Manager to this Agreement. The duties of the Contractor Project Director and the Contractor Project Manager are briefly described in the Section 4 (Administration of Agreement-Contractor) of the Agreement.

11.2 Contractor shall ensure that both the Contractor Project Director and the Contractor Project Manager are able to receive telephonic and electronic communication from the Department, as needed, Monday through Friday, during normal business hours (8:00 a.m. to 5:00 p.m.). The Contractor Project Manager shall act as a central point of contact with the County.

11.3 Contractor shall maintain sufficient staff assigned to the County and to this Agreement to meet the maintenance service requirements herein.

12.0 MATERIALS AND TOOLS

12.1 Contractor shall provide all tools and diagnostic equipment (collectively "tools") necessary to provide the maintenance services required herein. The purchase of all tools needed for the provision of all Work under this Agreement is the responsibility of Contractor.

12.2 Contractor shall maintain all of its tools in accordance with the Occupational Safety and Health Act (OSHA), or other regulatory standards as they may apply, and shall check said tools before use for safety and functionality. Contractor shall ensure that all Contractor employees wear safety and protective gear in accordance with OSHA and/or other regulatory employee safety standards.

12.3 Contractor shall use only original equipment manufacturer (OEM) parts in the provision of the Work required herein. Contractor shall bear financial liability for any damages that may result from the use or installation of said parts, and shall bear the expense of repairing or replacing damaged County equipment or property.

13.0 CONTRACTOR'S GUARANTEE

13.1 Contractor shall guarantee fully-operational System performance of the System at a minimum rate of not less than ninety-nine point nine percent (99.9%) annually. Contractor shall review System performance monthly, or more often as necessary, to verify the 99.9% annual performance standard for each year the System is covered under this Agreement.

13.2 System Downtime (non-operational) Defined

13.2.1 Contractor and County agree that the System may at any time become non-operational (System Downtime) upon the occurrence of a System Failure as defined in Paragraph 7.1 above.

13.2.2 Notwithstanding the occurrence of a System Failure, Contractor may also be required to effect Remedial Repairs for non-System Failures, which may also render the System non-operational (also, System Downtime).

13.2.3 All such downtime shall be considered "System Downtime", and shall be calculated in monthly increments by calendar month in the following manner:

- 1) total hours per day the System is required by the County to be in service;
- 2) multiplied by the number of required days in service per month; and
- 3) multiplied by 99.9%. (Prior to beginning Work under this Agreement, County will provide Contractor with a listing of 'in-service' requirements (hours).

13.3 System Downtime Exceptions

13.3.1 Contractor shall not be responsible for System Downtime which results from any of the following:

- a. Facility power failure(s)
- b. County data system or network failure
- c. County user error
- d. Force majeure events described in Section 15.0 (Force Majeure) of Exhibit A (Additional Terms and Conditions) of the Agreement
- e. System downtime required for normal PM servicing

13.3.2 For each and every occurrence listed above, County will adjust the total monthly in-service hours required for each respective system, and provide a revised figure to Contractor.

13.3.3 Notwithstanding this Paragraph 13.3, Contractor shall nonetheless provide all Work required under this Agreement within the time frames, and in the manner set forth in this Agreement.

13.4 For each System component which fails to meet the performance standard in any calendar month, Contractor shall issue to County a credit for the following calendar month based upon the monthly service Agreement price for the System component in question as listed in Exhibit C (Price Sheet and Equipment List) of the Agreement, which shall be determined as follows:

<u>Equipment uptime</u>	<u>Applied Invoice Credit</u>
99.9-100% uptime	0%
99.5-99.8% uptime	5%
99-99.4% uptime	10%
98.5-98.9% uptime	15%
98.0-98.4% uptime	20%
Below 98%	25%

- 13.5 Contractor shall, within five (5) Business Days of the close of each previous month, provide the County Project Manager with a summary System status report. The summary report shall minimally include: System serial numbers, location of equipment, County's required in-service hours, actual hours in service, and percent of hours in operation.
- 13.6 County will review Contractor's service-call tracking system documentation discussed in Paragraph 10.7 above, or other records, as often as necessary, but not less than monthly. Contractor shall apply the appropriate credit to the following month's invoice. Failure by County to request such credit shall not constitute a waiver of such right, which may be exercised at any time.
- 13.7 Contractor shall be considered by County to be in default of this Agreement, and County shall have the right to provide Contractor with notice thereof, for any and every instance that the System is not in service for eight (8) consecutive hours, and for which Contractor has not provided an adequate remedy (loaner equipment or components), as described in Paragraph 7.0 (Remedial Repair Service Requirements), of this SOW.

14.0 CONTRACTOR'S WARRANTY

In addition to other warranties stated elsewhere in the Agreement:

14.1 Warranty to Provide Professional Skills and Performance

- 14.1.1 Contractor warrants that all Work performed under this Agreement will be performed in a timely and professional manner using only qualified, skilled, or OEM-trained and, if applicable, OEM-certified maintenance technicians specifically qualified to maintain and repair the System.
- 14.1.2 Contractor warrants that all tasks, Deliverables, services, and other Work provided shall conform to the specifications for, and to the standards set by, each respective OEM for the System components, for the same or similar tasks, deliverables, services, and other Work.
- 14.1.3 Contractor warrants that Contractor and all staff performing Work hereunder are authorized to perform the Work hereunder, including, if required, by the OEM.

14.2 Warranty to Maintain System within Specifications

Contractor warrants that the System shall be free from defects in workmanship and materials; and maintained in accordance with the recommendations and specifications of the OEM.

15.0 ACCEPTABILITY OF WORK

All Work shall be performed in a professional manner, and must be acceptable to County staff who are technically qualified Department personnel designated by the County, including the County Project Director and County Project Manager or their designee. All Work shall be completed within the time frames specified in Section 6.0 (Preventive Maintenance Service Requirements) and Section 7.0 (Remedial Repair Service Requirements) of this SOW, unless otherwise approved by the County Project Director.

16.0 PERFORMANCE REQUIREMENTS SUMMARY

16.1 All listings of services set forth in Exhibit R (Performance Requirements Summary (PRS) Chart) of the Agreement are intended to be completely consistent with the Agreement and this SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Agreement and this SOW. In any case of apparent inconsistency between services as stated in the body of the Agreement, this SOW, and Exhibit R (Performance Requirements Summary (PRS) Chart) of this Agreement, the meaning apparent in the Agreement and SOW shall prevail. If any service created in Exhibit R (Performance Requirements Summary (PRS) Chart) of the Agreement is not clearly and forthrightly set forth in the Agreement and the SOW, that portion of Exhibit R (Performance Requirements Summary Chart) of the Agreement shall be null and void.

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

- a. Require Contractor to implement a formal corrective action plan, subject to approval by County. In the plan, Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- b. Reduce payment to Contractor by computed amount based on the assessment(s) in the PRS.
- c. Reduce, suspend or cancel this Agreement for systematic, deliberate misrepresentations, or unacceptable levels of performance.
- d. 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 shall 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, shall be credited to County on Contractor's future invoice.

16.3 This Section 16.0 (Performance Requirements Summary) does not preclude the County's right to terminate the Agreement in accordance with the provisions of Exhibit A (Additional Terms and Conditions) of the Agreement.

17.0 CONTRACT DISCREPANCY REPORT

17.1 Verbal notification of a contract performance discrepancy will be made to the Contractor Project Manager as soon as possible whenever a contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by County and Contractor.

17.2 The County Project manager will determine whether a formal Contract Discrepancy Report (CDR) shall be issued. The CDR form is attached as Exhibit K (Contract Discrepancy Report) of the Agreement.

17.3 Upon Contractor's receipt of a CDR, Contractor shall respond in writing to the County Project Manager within ten (10) Business Days, acknowledging the reported performance discrepancies or presenting contrary evidence. A plan for correction of all performance deficiencies identified in the CDR shall be submitted to the County Project Manager within ten (10) Business Days from the day of issuance by County.

18.0 QUALITY CONTROL PLAN

18.1 Contractor shall establish and utilize a comprehensive Quality Control (QC) Plan. Contractor shall submit the QC Plan to the County Project Manager within ninety (90) calendar days after commencement of the Term of this Agreement.

18.2 This QC Plan shall be used to ensure compliance with all Agreement administrative requirements. The plan shall include, but may not be limited to the following activities:

- a. Method of monitoring technical staff to ensure that Agreement requirements are met;
- b. Samples of forms to be used in monitoring (employee time records, employee sign-in/out sheets, etc.);

- c. Frequency of monitoring; and
- d. The method for recording all inspections to be 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, shall be provided to the County upon request.

19.0 QUALITY ASSURANCE PLAN

- 19.1 Contractor shall establish and utilize a comprehensive Quality Assurance (QA) Plan. Contractor shall submit the QA Plan to the County Project Manager within ninety (90) calendar days after commencement of the Term of this Agreement. The QA Plan and methods must provide adequate confidence to County that the services to be rendered will satisfy the outcomes identified by Contractor.
- 19.2 Minimally, the QA Plan must describe the method(s) for recording all inspections to be 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 QA documentation shall be provided to County upon request.

20.0 DEPARTMENT NETWORK SECURITY

Contractor, and its employees, shall comply with all Department IT security policies, standards, and procedures, as such may be updated from time to time throughout the Term of the Agreement, in accordance with Exhibit O (User Acknowledgement, Information Technology Assets, Computers, Networks, Systems and Data) of the Agreement. Each Contractor employee shall execute, and Contractor shall deliver to County Project Manager, Exhibit O (User Acknowledgement, Information Technology Assets, Computers, Networks, Systems and Data) of the Agreement, prior to such employee being granted access to SDN and/or performing services under the Agreement.

- 20.1 Contractor shall ensure that all Department data is retained in accordance with all Federal, state, and local laws.
- 20.2 Contractor shall demonstrate to Department from, time to time, as requested by Department, that all stored files are encrypted, free from tampering, and tamper-proof.
- 20.3 Contractor shall ensure that the System supports Microsoft software updates and security patches, and Department's most current standard anti-virus software (currently McAfee).

21.0 EXCLUSIONS

- 21.1 County on-site System administrator is responsible for anti-virus software updates. Maintenance does not cover virus protection failure, or System failure due to virus infection. County will be responsible for any damage or failure caused by a computer virus that is not introduced by Contractor.
- 21.2 In the event the System becomes infected due to County's failure to maintain adequate anti-virus software, County may enlist the support of Contractor for assistance with rebuilds after County has completed a comprehensive virus scan and malware scan of the System. Contractor shall bill County on a time-and-materials basis or a fixed price basis, as agreed to by the parties, as detailed in Exhibit C (Price Sheet and Equipment List) of the Agreement.

21.3 Professional Services

Upon County's request and mutual agreement, Contractor shall also provide to County professional services, including consulting services and training, out of the contingency fund allocated for the Term of the Agreement. Contractor's rates for such professional services during the Term of the Agreement shall be subject to the applicable pricing terms set forth in Exhibit C (Price Sheet and Equipment List), if any. Any such professional services provided by Contractor out of the contingency fund shall not cause an increase in the maintenance and support fees under this Agreement. Professional Services under this Paragraph 21.3 shall be provided on a fixed price basis, unless otherwise agreed to by County and Contractor, by executing a Change Order in accordance with the terms of this Agreement.

22.0 ASSUMPTIONS

- 22.1 Contractor warrants that its products are free from viruses. Any virus introduced to the System by Contractor will be remedied at the sole expense of Contractor.
- 22.2 County may, at no additional expense, enlist Contractor technical support team for assistance in setting the proper exclusions for anti-virus solutions provided by LACRIS.
- 22.3 County will provide a backup solution for all System data and ensure that backups are being conducted.
- 22.4 Contractor shall provide technical assistance to County to configure SQL backups to disk or USB drive at no additional expense to County.

22.5 Contractor shall replace failed equipment with similar or better quality equipment, at no cost to County, within a mutually agreed upon time frame, throughout the Term of the Agreement.

* * * * *

EXHIBIT C

PRICE SHEET AND EQUIPMENT LIST

**EXHIBIT C
PRICE SHEET AND EQUIPMENT LIST**

PRICE SHEET

Maintenance and Support Cost	Year 1	Year 2	Year 3	Year 4	Option Year 5	Option Year 6	Option Year 7	Total 7 Year Cost
	Feb 8, 2015- Jan 7, 2016	Feb 8, 2016- Jan 7, 2017	Feb 8, 2017- Jan 7, 2018	Feb 8, 2018- Jan 7, 2019	Feb 8, 2019- Jan 7, 2020	Feb 8, 2020- Jan 7, 2021	Feb 8, 2021- Jan 7, 2022	
Current Equip Configuration	* \$ 251,492.15	\$ 252,070.57	\$ 252,070.57	\$ 252,070.57	\$ 252,070.57	\$ 252,070.57	\$ 252,070.57	\$ 1,763,915.57
Upgrade Equip/SW Milestone 1 **	\$ -	\$ 122,100.00	\$ 133,200.00	\$ 133,200.00	\$ 133,200.00	\$ 133,200.00	\$ 133,200.00	\$ 788,100.00
Upgrade Equip/SW Milestone 2 ***	\$ -	\$ 66,600.00	\$ 88,800.00	\$ 88,800.00	\$ 88,800.00	\$ 88,800.00	\$ 88,800.00	\$ 510,600.00
Total Yearly Cost	\$ 251,492.15	\$ 440,770.57	\$ 474,070.57	\$ 474,070.57	\$ 474,070.57	\$ 474,070.57	\$ 474,070.57	\$ 3,062,615.57
Contingency Fund ****								\$ 460,000.00
Maximum Contract Sum								\$ 3,522,615.57

Time-and-Material Rate:

8 a.m. - 5 p.m. (Monday - Friday local time)	\$180 per hour, 2 hours minimum charge
After 5 p.m., Saturday, Sunday, and Holidays	\$260 per hour, 2 hours minimum charge

* Pro-rated due to items under warranty through 3/31/2015 (Hardware purchased from DataWorks Job # 14-00116)

** Milestone 1: equipment/software is under warranty through 2/29/2016

*** Milestone 2: equipment/software is under warranty through 4/30/2016

**** Contingency funding for professional services not covered under the Agreement, as stated in Section 21.0 (Exclusions) of the Statement of Work, including for future System upgrades/enhancements to maintain compatibility with the Federal Bureau of Investigation (FBI) and California Department of Justice (DOJ).

Contractor shall replace failed equipment pursuant to Paragraph 22.5 of Section 22.0 (Assumptions) of the Statement of Work, with similar or better quality equipment, at no cost to the County, within a mutually agreed upon time frame, throughout the Term of the Agreement.

Contractor shall perform teardown, move, and reconfiguration (TMR) services at no cost to the County. Refer to Paragraph 4.2 of Exhibit B (Statement of Work) of

Equipment/software Acceptance Date: 5/6/2014

EXHIBIT C
PRICE SHEET AND EQUIPMENT LIST

EQUIPMENT LIST

Hardware purchased from DataWorks Job # 08-132: (must be upgraded prior to 10/8/15)

- Six (6) Dell PowerEdge 1950 2.5GHz Web Servers (LACRIS_DW_201-206)
 - SN: CY81QH1, FY81QH1, BY81QH1, GY81QH1, DY81QH1, HY81QH1
- Two (2) Dell PowerEdge 4210 Rack Cabinets
- Two (2) Dell PowerEdge R900 2.93GHz Main Servers (LACRIS_DW_101, LACRIS_DW_102)
 - SN: 3NKFQH1, 2NKFQH1
- One (1) Dell PowerEdge 2950 2.5GHz Backup Server (LACRIS_DW_301)
 - SN: 76S0QH1
- One (1) Dell PowerEdge 2950 III 3.16GHz Facial Recognition Server (LACRIS_DW_401)
 - SN: 8BMRRH1
- One (1) Dell PowerEdge 1950 2.66GHz Sketching Server (LACRIS_DW_402)
 - SN: CP5TLJ1
- Two (2) Dell PowerEdge R610 2.93GHz SMT Servers (LACRIS_DW_403, LACRIS_DW_404)
 - SN: BF51PJ1, CF51PJ1
- One (1) Cisco CSS11501 Content Switch
- One (1) Dell AX4-51 DP Disk Array
- Two (2) Dell AX4-5 Storage Enclosure
 - SN: B3M9FD1, C3M9FD1
- One (1) Dell E-CX4 Storage Enclosure - SN: 1KQ9FD1
- Four (4) Dell E-FC4 Storage Enclosures – SN: CMP9FD1, G5Q9FD1, 29Q9FD1, 19Q9FD1
- One (1) Dell 16-Port KVM Switch with Cables and Monitor
- One (1) XPS M1530 2.53 GHz Laptop

Digital PhotoManager/NIST Manager Plus Application Server Software:

- Digital PhotoManager Server Edition for Active/Active Cluster
- Digital PhotoManager Index Server
- NIST Manager Plus Server Edition for Active/Active Cluster
- WebWorks Server Edition for 6 servers (Built in Failover/load balancing)
- WebWorks Plus for 250 Concurrent User
- WebWorks Express for Unlimited Concurrent Users
- NISTWorks for 10 Concurrent Users

Backup Server Processing Software:

- Digital PhotoManager/NIST Manager Plus Standby SQL Server Application Software
- Microsoft Windows Enterprise Server 2003

- Microsoft SQL Server 2005 Standard Edition

Facial Recognition Server:

- Microsoft Windows Enterprise Server 2003
- Face Plus Server Edition using the Cognitec engine
- Mobile Face Recognition
- Face Recognition Watchlist

Tattoo Recognition Server:

- Tattoo Matching Server Edition

Composite Drawing Server with dual processor:

- Microsoft Windows Enterprise Server 2003
- Faces 4.0 Composite drawing software for 25 Concurrent connections
- Microsoft Terminal server 25 connections

Interfaces:

- Cal-Photo
- LAFIS
- Web service for image enabling LA RMS applications
- California DOJ Justice Identity Manager

Hardware purchased from DataWorks Job # 14-00116:

Warranty status: valid through 3/31/2015

Four (4) Facial Recognition Servers:

- PowerEdge R620 Rack Version for Facial Recognition
- Service Tags: 94FTFZ1, 94GTFZ1, 94FVFZ1, 94FWFZ1
- Two (2) Intel Xeon E5-2650 2.00GHz, 20M Cache, 8.0GT/s QPI, Turbo, 8C, 95W, Max Mem 1600MHz
- 32GB UDIMM, 1333MT/s, Low Volt, Dual Rank, x8 Data Width
- Two (2) 300 GB 10kRPM SAS Raid 1
- Broadcom 5720 QP 1GB Network Daughter Card
- PERC H310 Integrated RAID Controller
- DVD-ROM
- Keyboard and Mouse
- Windows Server 2012, Standard x64, Incl Hpyer-V, Incl 5 CALS

- No Monitor

System purchased from DataWorks Job # 14-00927:

Warranty status:

Milestone one – valid through 2/29/2016

Milestone two – valid through 4/30/2016

Facial Recognition Upgrade:

- Engine Upgrades:
 - Add 8,000,000 image templates (NEC Enging)
 - Add 1,000,000 image templates of B7 (Cognitec Engine)
 - Upgrade 7,000,000 total image templates to B7 (Cognitec Engine)
- Case Management:
 - Add Case Management with Pose Correction
- Mobile Facial Recognition:
 - Web-Based Client for iOS, Android (current versions) & Windows 8 tablet
 - Facial Recognition Mobile Application for 250 devices
- Reporting/Transaction
 - DataWorks Local Reporting/Transaction Controller Server:
 - Dell PowerEdge R620
 - Intel® Xeon® E5-2620 2.00GHz, 15M Cache, 7.2GT/s QPI, Turbo, 6C, 95W, Max
 - Mem 1333MHz
 - 16GB RDIMM, 1600MT/s, Low Volt, Dual Rank, x4 Data Width
 - Two (2) 500GB 7.2K RPM SATA 2.5-in HotPlug Hard Drive
 - SW RAID 1 for S110
 - Single, Hot-plug Power Supply, NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet
 - Broadcom 5720 QP 1Gb Network Daughter Card
 - Windows Server®2012 Standard
 - No Monitor
 - DataWorks RAPID-ID Transaction Controller Software & Reports:
 - DataWorks RAPID-ID Reporting Module
 - DataWorks Transaction Controller Module
 - FBI/RISC Portal Service
 - LOCAL AFIS Interface Protocol
 - RAPID-ID Software for current LACRIS Bluecheck Deployment (4,000 Units):
 - DataWorks' RAPID-ID Software includes the device server access, license, and user documentation

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

CONTRACTOR'S EEO CERTIFICATION

Contractor Name: _____

Address: _____

Internal Revenue Service Employer Identification Number: _____

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1. Contractor has a written policy statement prohibiting discrimination in all phases of employment. Yes No
2. Contractor periodically conducts a self analysis or utilization analysis of its work force. Yes No
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups. Yes No
4. Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. Yes No

Authorized Official's Printed Name and Title: _____

Authorized Official's Signature: _____ Date: _____

EXHIBIT E1

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Exhibit E1
CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Agreement No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

Contractor understands and agrees that Contractor and Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor and 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 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 and criminal, 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 and criminal records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT E2

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Exhibit E2

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

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

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT E3

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Exhibit E3

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

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

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

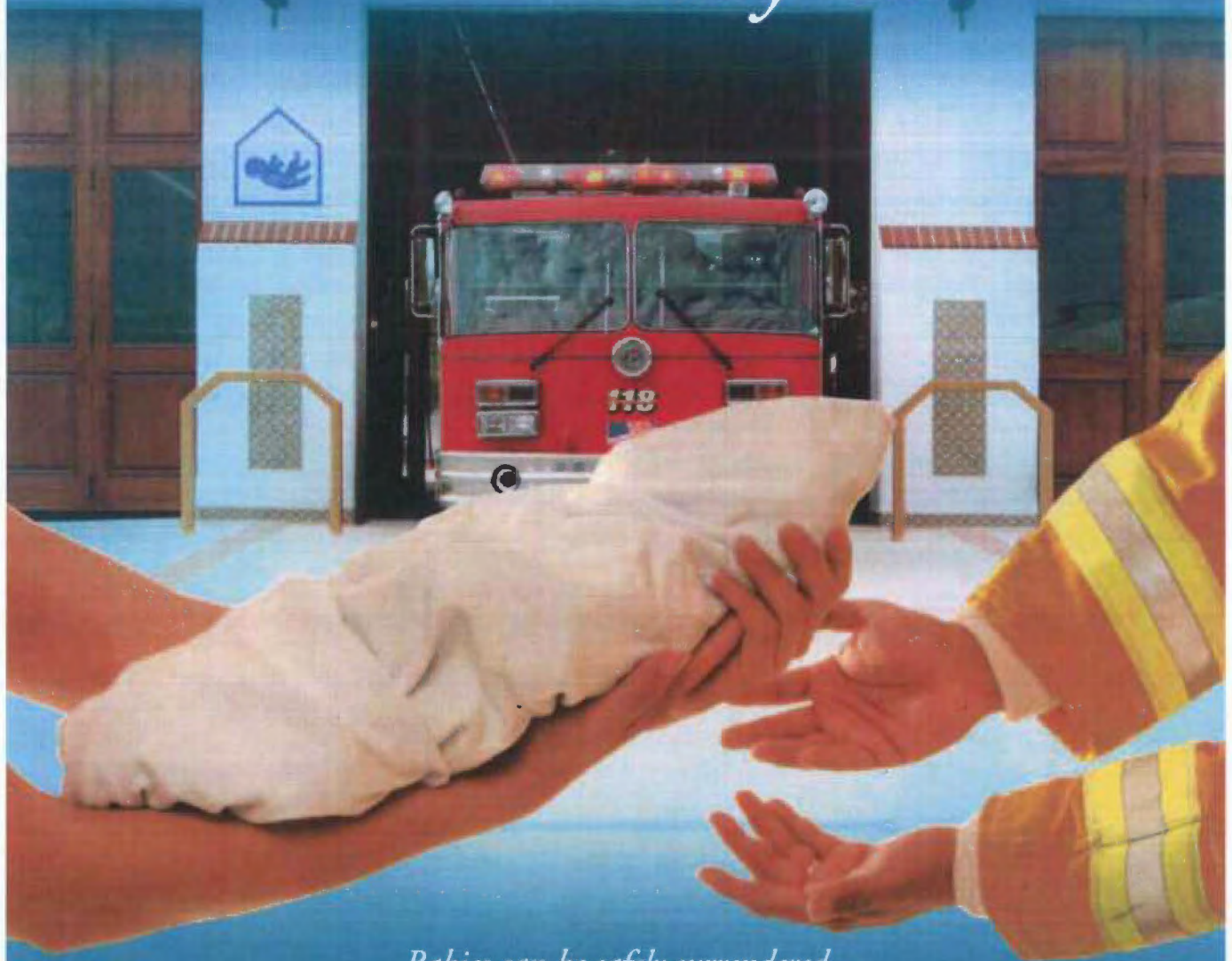
PRINTED NAME: _____

POSITION: _____

EXHIBIT F

SAFELY SURRENDERED BABY LAW

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

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

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered

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

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

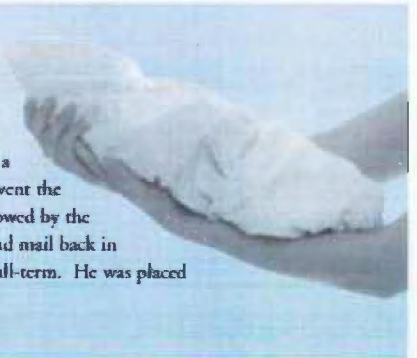
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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



EXHIBIT G

JURY SERVICE ORDINANCE

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 1 of 3

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

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

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

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

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

2.203.070. Exceptions.

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

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

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

2.203.090. Severability.

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

EXHIBIT H

CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

EXHIBIT H
COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE
PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's Agreement is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All contractors or subcontractors must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the contractor or subcontractor is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Agreement for Mldeo Forensic Imaging Equipment Maintenance and Support Services		

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

Part I: Jury Service Program is Not Applicable to My Business

- My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

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

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

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

OR

Part II: Certification of Compliance

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents.

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

Print Name:	Title:
Signature:	Date:

EXHIBIT I

DEFAULTED PROPERTY TAX REDUCTION PROGRAM ORDINANCE

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Page 1 of 3

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

2.206.010 Findings and declarations.

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

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

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

2.206.030 Applicability.

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

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Page 2 of 3

2.206.040 Required solicitation and contract language.

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

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

2.206.050 Administration and compliance certification.

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

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 - 1. Chief Executive Office delegated authority agreements under \$50,000;
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 - 3. A purchase made through a state or federal contract;
 - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 - 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 - 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 - 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 - 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Page 3 of 3

9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;

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11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

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

2.206.080 Severability.

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

EXHIBIT J

CERTIFICATION OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM ORDINANCE

EXHIBIT J

CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Agreement Number		

The Contractor certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

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

Print Name:	Title:
Signature:	Date:

EXHIBIT K

CONTRACT DISCREPANCY REPORT

EXHIBIT L

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

EXHIBIT L

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

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

Contractor shall report all job openings with job requirements to GainGrow@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

Contractor shall complete all of the following information and sign where indicated below.

A. Contractor has a proven record of hiring GAIN/GROW participants.

_____ YES (subject to verification by County) _____ NO

B. Contractor is willing to provide Department of Public Social Services with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

_____ YES _____ NO

C. Contractor is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____ YES _____ NO _____ N/A (Program not available)

Contractor: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Tel.#: _____ Fax #: _____

EXHIBIT M

CERTIFICATION OF NO CONFLICT OF INTEREST

EXHIBIT M

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Contractor Name

Contractor Official Title

Official's Signature

EXHIBIT N

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

EXHIBIT N
FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE
CERTIFICATION

The Contractor certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Contractor's organization have and will comply with it during the Agreement Term; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: _____

Date: _____

EXHIBIT O

USER ACKNOWLEDGEMENT, INFORMATION TECHNOLOGY ASSETS, COMPUTERS, NETWORKS, SYSTEMS, AND DATA

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

USER ACKNOWLEDGEMENT, INFORMATION TECHNOLOGY ASSETS, COMPUTERS, NETWORKS, SYSTEMS, AND DATA

As a Los Angeles County Sheriff's Department employee, contractor, vendor, employee of contractor or vendor, or other authorized user of Sheriff's Department's Information Technology (IT) assets including computers, networks, systems, and data, I understand that I occupy a position of trust. As a user of Sheriff's Department's IT assets, I agree to the following:

Security access controls: I will not subvert or bypass any security measure or system which has been implemented to control or restrict access to computers, networks, systems, or data. I will not share my computer identification codes (log-in ID, computer access codes, account codes, ID's, etc.) or passwords.

Approved business purposes: I will use Sheriff's Department's Information Technology (IT) assets including computers, networks, systems, and data for Sheriff's Department's management approved business purposes only.

Confidentiality: I will not access or disclose any program code, data, information, or documentation to any individual or organization unless specifically authorized to do so by the recognized information owner.

Computer virus and malicious code: I will not intentionally introduce any computer virus, worms or malicious code into any computer, network, system or data. I will not disable or delete computer security systems -- including virus detection and eradication software -- on computers, servers, or other computing devices.

Offensive materials: I will not access or send any offensive materials, e.g., sexually explicit, racial, harmful or insensitive text or images, over Sheriff's Department owned, leased or managed local or wide area networks, including the public Internet and other electronic mail systems, unless it is in the performance of my assigned job duties.

Public Internet: I understand that the Public Internet is uncensored and contains many sites that may be considered offensive in both text and images. I will use Sheriff's Department's Internet services for approved business purposes only, e.g., as a research tool or for electronic communication. I understand that the Sheriff's Department's Internet services are filtered, but I may still be exposed to offensive materials. I understand that my Internet activities may be logged and are subject to review by authorized individuals.

Electronic mail and other electronic data: I understand electronic mail (e-mail), mobile digital transmissions, and data, in either electronic or other forms, may be logged and are subject to review by authorized individuals.

Privacy: All electronic files and e-mail in Department systems are considered the property of the Los Angeles County Sheriff's Department and may be accessed without the employee's permission. The Department reserves the right to monitor electronic communications, data, and system such as e-mail, faxes, computer files, and networks. This may include inspecting files stored in Department systems, to ensure public resources are appropriately used for County-related business or in the course of employee supervision.

Copyrighted materials: I will not copy any licensed software or documentation except as permitted by the license agreement.

California Department of Justice Admonishment

As a Los Angeles County Sheriff's Department employee, contractor, vendor, employee of contractor or vendor, or other authorized user, you may have access to confidential criminal record and/or Department of Motor Vehicles record information which is controlled by statute. Misuse of such information may adversely affect the individual's civil rights and violates the law. California Penal Code Section 502 prescribes the penalties relating to computer crimes. California Penal Code Sections 11105 and 13300 identify who has access to criminal history information and under what circumstances it may be released. California Penal Code Sections 11140-11144 and 13301-13305 prescribe penalties for misuse of criminal history information. California Government Code Section 6200 prescribes the felony penalties for misuse of public records and CLETS information. California Penal Code Sections 11142 and 13303 state:

"Any person authorized by law to receive a record or information obtained from a record who knowingly furnishes the record or information to a person not authorized by law to receive the record or information is guilty of a misdemeanor."

California Vehicle Code Section 1808.45 prescribes the penalties relating to misuse of Department of Motor Vehicles record information.

Any employee, contractor, vendor, employee of contractor or vendor, or other authorized user who is responsible for such misuse is subject to disciplinary action. Violations of this law may also result in criminal and/or civil actions.

I understand that my non-compliance with any portion of this agreement may result in disciplinary action including my suspension, discharge, denial of service, cancellation of contracts, or both civil and criminal penalties.

I HAVE READ AND UNDERSTAND THE ABOVE AGREEMENT:

User Signature

User Printed Name

Date

APPROVED AND ACKNOWLEDGED

Contractor Project Director Signature

Date

EXHIBIT P

INVOICE DISCREPANCY REPORT

INVOICE DISCREPANCY REPORT

1. **INVOICE DISCREPANCY** to be completed by County Project Manager

Today's Date: _____

Contractor: _____

Phone Number: _____

Date of Subject Invoice: _____

Description of Issues with Subject Invoice:

Signed: _____ Date: _____
County Project Manager

2. **REVIEWED:**

Signed: _____ Date: _____
County Project Director

3. **CONTRACTOR RESPONSE** (to be completed by Contractor Project Director)

Date received from County Project Manager: _____

Explanation regarding Issues with Subject Invoice: _____

Corrective Action Taken: _____

Signed: _____ Date: _____
Contractor Project Director

4. **COUNTY EVALUATION** of Contractor's Response and Action taken.

5. **Approved by COUNTY:**

Date: _____
Date: _____

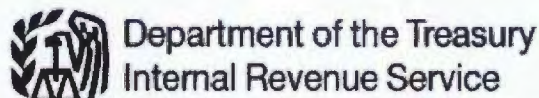
6. **Contractor Notified on** _____ **Date:** _____

INSTRUCTIONS

County Project Manager: Forward IDR to the Contractor for investigation and response.
Contractor: Must respond to County Project Manager in writing within ten (10) days of receipt of IDR.
County Project Manager: Forward completed IDR to Contracts Unit

EXHIBIT Q

IRS NOTICE 1015



Notice 1015

(Rev. December 2013)

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

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

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

Note. You are encouraged to notify each employee whose wages for 2013 are less than \$51,567 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

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

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must

notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2014.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

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

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

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2013 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2013 and owes no tax but is eligible for a credit of \$800, he or she must file a 2013 tax return to get the \$800 refund.

Notice 1015 (Rev. 12-2013)
Cat. No. 20599I

EXHIBIT R

PERFORMANCE REQUIREMENT SUMMARY (PRS) CHART

EXHIBIT R

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

LAPH MAINTENANCE AND SUPPORT SERVICES

	SPECIFIC SECTION REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
1	SOW: Subparagraph 6.2.2	Peak usage hours of the System are between 8 a.m. to 4 p.m. In order to minimize interruption to System users, Contractor shall perform all PM services during non-peak hours, ideally between the hours of 6 p.m. and 6 a.m., and on Saturday and Sunday from 6 a.m. to 6 a.m. Each PM service shall not exceed four (4) hours.	Inspection and/or Verification	\$ 250 per hour over time allowed
2	SOW: Paragraph 7.3	Contractor shall provide Remedial Repair service which ensures that the equipment will be repaired within eight (8) continuous hours from the time the Contractor was notified of a System Failure by County Project Manager.	Inspection & Verification	\$ 100 per hour until call is received.

	SPECIFIC SECTION REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
3	SOW: Paragraph 7.4	If Contractor is unable to repair the System Failure by the eighth hour, Contractor shall replace the defective equipment with an operable device until the defective item and any related software have been fully repaired.	Inspection & Verification	\$ 100 per hour until call is received.
4	SOW: Paragraph 7.5	Contractor shall provide Remedial Repair on an on-call as-needed basis.	Notification and/or Verification	\$ 200 per hour over time allowed
5	SOW: Subparagraph 7.5.1	Contractor shall attempt to correct the problem by phone, or on-line via remote access.	Notification and/or Verification	\$ 200 per hour over time allowed
6	SOW: Subparagraph 7.5.2	If Contractor is unable to correct the problem by phone or on-line via remote access, Contractor shall begin on-site repair within four (4) hours from the time the Contractor was notified by County.	Notification and/or Verification	\$ 200 per hour over time allowed

	SPECIFIC SECTION REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
7	SOW: Paragraph 10.8	Upon completion of each Preventive Maintenance service or Remedial Repair service call, as the case may be, Contractor's service technicians shall call County personnel at the LACRIS Help Desk at (562) 345-4400, and provide a disposition (report) within one (1) hour of completing Preventive Maintenance service or Remedial Repair service call, to County Project Manager.	Inspection and/or Verification	\$ 200 per hour over time allowed