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

LEROY D. BACA, SHERIFF

January 10, 2006

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

Dear Supervisors:

AUTHORIZE THE SHERIFF TO ENTER INTO AN AGREEMENT WITH SHIELD DEFENSE CORPORATION AND MARK CORREIA FOR FIELD EVALUATION OF EQUIPMENT AND ACCEPT DONATED FLASHLIGHTS (ALL DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Sheriff to execute an agreement with Shield Defense Corporation and Mark Correia, Ph.D., to conduct a field evaluation of the Cobra Stunlight flashlight/pepper spray system to determine the efficacy and safety of such a device for reducing the necessity to employ a flashlight as a less lethal impact option without jeopardizing the safety of the deputy.

2. Authorize the Sheriff to accept 500 flashlights from Shield Defense Corporation, with an approximate value of $200 each, to be distributed directly to participating deputies in return for field reports under actual working conditions.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this recommended action is to request that the Sheriff be authorized to enter into an agreement substantially similar to the attached agreement to implement a six month field test of Cobra Stunlight flashlights. These flashlights are equipped with a self-contained pepper spray dispenser, enabling a deputy to immediately employ less lethal force without resorting to impact by striking with the flashlight. All costs for the field trial, except the training of the deputies to use the device and replacement canisters, will be provided by the developer/manufacturer Shield Defense Corporation.

Implementation of Strategic Plan Goals

This request conforms to the County's Strategic Plan Goal 1: Service Excellence. The field test will determine the advantages and/or disadvantages of incorporating a less lethal option in a single system to allow protection of a deputy without having to resort to impact from a flashlight.

FISCAL IMPACT/FINANCING

Costs associated with the training for this equipment and pepper spray replacement canisters will be paid for out of the Sheriff's Department's operating budget. All other costs will be borne by the manufacturer.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Under the agreement, each participating deputy will receive instructions and ongoing training in the use of the equipment. The deputies will provide feedback in the form of an electronic questionnaire regarding each use of force incident during the study time period. The Department will supply data regarding use of force incidents to Shield Defense Corporation and to Dr. Mark Correia, Ph.D., who will analyze the data and provide reports to the Department. At the conclusion of the study, the Department may determine whether to permit deputies to carry the flashlight system as authorized equipment, however, the Department does not intend to purchase the equipment directly.

The proposed agreement and Board letter have been reviewed and approved as to form by County Counsel. The agreement includes indemnification of the County by the manufacturer and requires the manufacturer to carry Aggregate Products and Completed Operations insurance coverage of $2 million, in addition to the standard County insurance terms. The agreement also provides for County ownership of all data and written materials generated by the study. Upon completion of the study, the manufacturer will provide each deputy participating in the study with one flashlight system. The agreement is nearly identical to an agreement approved by your Board on October 11, 2005 for a Sheriff's study of another company's similar product.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current services within the Sheriff's Department, or any other County Department.

CONCLUSION

Upon approval by your Board, please provide two (2) individually adopted copies of this action to the Sheriff's Department. The Department's contact for this requested Board action is Commander Charles "Sid" Heal, (323) 526-5466, CSHeal@lasd.org.

Sincerely,

LEROY D. BACA
SHERIFF

AGREEMENT FOR **LASD STUDY OF COBRA STUNLIGHT™ NON-LETHAL DEFENSE SYSTEM'S AFFECT ON USE-OF-FORCE AND ON FORCE RELATED COSTS**

This Agreement is made as of the date last executed below, by and among the County of Los Angeles through its Sheriff's Department (LASD or Department), _____., a _____ Corporation (_____), and Mark Correia, Ph.D., an individual (Mark Correia).

WHEREAS the parties desire to engage in an agreement for LASD to evaluate the effectiveness of the COBRA STUNLIGHT™ in the hands of properly trained Sheriff's deputies with the assistance of _____ and Mark Correia; and

WHEREAS the Sheriff has been duly authorized by the Los Angeles County Board of Supervisors to enter into the terms of this Agreement,

THEREFORE the parties agree to the following terms:

1.0 <u>Operative Documents</u>

1.1 This base document along with Exhibits A1, A2 and B and any 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 among the parties 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. Any amendment shall be in writing and executed by all parties.

1.2 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits, according to the following priority:

Exhibit B Insurance Requirements

Exhibit A1 Contractor's Employee Acknowledgement and Confidentiality Agreement

Exhibit A2 Contractor's Non-Employee Acknowledgment and Confidentiality Agreement

2.0 <u>Responsibilities of the Parties</u>

2.1 _____:

2.1.1 _____ shall provide the following equipment to LASD:

(a) 500 COBRA STUNLIGHT™.

(b) 1,000 cans of inert spray for training.

(c) 500 cans of live spray.

(d) Replacements for any broken or defective equipment during the study. **[Company]** shall provide all replacement parts and instruct the armorer on how to make on site repairs.

2.1.2 **[Company]** shall provide the following training and support to LASD:

(a) Two days of trainer certification of approximately 40 LASD certified force instructors prior to the commencement of the study.

(b) Two days of ongoing training each month during the study.

(c) Training manuals for each participating division of LASD.

(d) Monthly training supplements on DVD or online for LASD instructors and deputies.

2.1.3 Upon completion of the study, **[Company]** shall donate one COBRA STUNLIGHT™ to each LASD deputy who completes the study and follows the guidelines, including the training, participation and reporting.

2.1.4 The Project Director for **[Company]** is _____ (Name, Address and Phone Number)

2.2 LASD:

2.2.1 LASD shall provide the following with regard to training:

(a) Schedule two days of trainer certification time for LASD certified force instructors.

(b) Schedule two and one-half hour training sessions for all participating deputies prior to their participation in the study.

(c) All participating deputies shall complete initial training and any ongoing training.

2.2.2 LASD shall provide the following with regard to deputies participating in the study:

(a) Each participating deputy shall complete a questionnaire for each force incident during the period of the study whether COBRA STUNLIGHT™ was used in the incident or not.

(b) Each participating deputy shall send the questionnaire by electronic mail in real time to **[Company]** and Mark Correia.

(c) Each deputy may participate in voluntary interviews with Mark Correia and/or graduate students working under his direction to gather additional information.

2.2.3 LASD shall provide the following data to Mark Correia:

(a) Comparative data on force incidents from the same period the previous year for the participating divisions and Department-wide prior to the commencement of the study.

(b) Comparative data on force related costs from the same period the previous year for the participating divisions and Department wide prior to the commencement of the study.

(c) Parallel comparative data on force incidents from other divisions during the same period.

(d) Parallel comparative data on force related costs from other divisions during the same period.

2.2.3 LASD shall permit Mark Correia and up to ten graduate students to participate in "ride alongs" throughout the course of the study, at the discretion of the Captain of each unit or the Captain's designee. All individuals participating in "ride alongs" shall agree to and execute all other documents generally required by LASD and to abide by all LASD policies required of individuals participating in "ride alongs."

2.2.5 The Project Director for LASD is Commander Charles Heal
4700 Ramona Blvd.
Monterey Park, CA 91754
(323) 526-5466

2.3 Mark Correia

2.3.1 Mark Correia shall engage in the gathering, compiling and analysis of data during the study.

2.3.2 Mark Correia shall produce monthly reports of compiled data to **[Company]** and LASD during the study and shall produce a final report within 30 days of the end of the study.

2.3.3 Mark Correia shall ensure that all participating graduate students and any other individuals acting under his supervision or with his authority under this Agreement execute all forms necessary to participate in the study including Exhibit A, Non-Employee Acknowledgement, Confidentiality and Copyright Assignment Agreement, which shall be returned to the LASD Project Director prior to the individual's participation in the study.

2.3.4 The Project Director for Mark Correia is Mark Correia (address and phone number)

3.0 <u>Use of Data</u>

3.1 LASD shall provide Mark Correia and/or **[Company]** with all data indicated in sections 2.2.2 and 2.2.3 (Data). The Data shall not identify any individual other than the reporting deputy by name or by information that could be used in order to obtain the identity of the individual.

3.2. Mark Correia and **[Company]** are authorized to analyze the Data and shall forward to LASD the results of any analysis of the Data. Neither Mark Correia nor **[Company]** shall disclose the Data, any portion of the Data, or any "Writing" as that term is defined in California Evidence Code section 250, (hereinafter Writing), derived or otherwise produced using the Data to any individual or entity other than LASD or each other.

3.3 LASD and the County of Los Angeles retain all ownership rights, copyright, and any and all other intellectual property rights to the Data and any Writings created or derived from the Data. Through this Agreement, **[Company]** and Mark Correia do not claim or obtain any right of

ownership or any right to publish or use the Data or any intellectual property or Writing created or derived from the Data in any form. Any such right shall be provided only with the expressed written consent of the LASD Project Director or the Sheriff.

4.0 Term

This Agreement shall be effective as of the date last executed below, and shall terminate upon issuance of a final report by Mark Correia pursuant to the terms stated herein.

5.0 Indemnification

[Company] and Mark Correia each indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with their respective acts and/or omissions arising from and/or relating to this Agreement

6.0 Insurance

[Company] agrees to comply with the insurance requirements stated on Attachment B (Insurance Requirements) attached hereto, which terms are incorporated into this Agreement.

7.0 Governing Law, Jurisdiction, And Venue

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

8.0 Assignment, Delegation, and Subcontracting

No party may assign any of its rights nor delegate any of its duties under this Agreement without the expressed written consent of each of the other parties. No party shall subcontract its obligations under this Agreement.

9.0 Notices

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the person identified as each party's Project Director. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Sheriff shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

10.0 Employment Eligibility Verification

Each party warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Each party shall obtain, from all employees performing work

hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Each party shall retain all such documentation for all covered employees for the period prescribed by law.

11.0 Fair Labor Standards

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

12.0 Nondiscrimination, Affirmative Action, And Assurances

Each party certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally as required by applicable laws and regulations without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

12.1 Each party 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 handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include: 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.

12.2 Each party certifies and agrees that it will deal with its bidders, or vendors as required by applicable laws and regulations without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap.

12.3 Each party certifies and agrees that it, its affiliates, subsidiaries or holding companies, shall comply with all applicable Federal and State laws and regulations, including:

12.3.1 Title VII, Civil Rights Act of 1964;

12.3.2 Section 504, Rehabilitation Act of 1973;

12.3.3 Age Discrimination Act of 1975;

12.3.4 Title IX, Education Amendments of 1973, as applicable; and

12.3.5 Title 43, part 17, Code of Federal Regulations, subparts a & b;

And that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, be unlawfully 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.

13.0 Nondiscrimination In Services

Each party 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 13.0 (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.

14.0 Independent Contractor Status

14.1 This Agreement is by and among the County, **[Company]** and Mark Correia and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between or among the County, **[Company]** and/or Mark Correia. The employees and agents of one party shall not be, or be construed to be, the employees or agents of another party for any purpose whatsoever.

14.2 Each party shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of **[Company]** or Mark Correia.

14.3 **[Company]** and Mark Correia understand and agree that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of **[Company]**, Mark Correia, and/or California State University, Los Angeles, and not employees of the County. Each party shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the party pursuant to this Agreement.

14.4 **[Company]** and Mark Correia shall cause each employee performing services covered by this Agreement to sign and adhere to Exhibit A1, "Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement". **[Company]** and Mark Correia shall cause each non-employee performing services covered by this Agreement to sign and adhere to Exhibit A2, "Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement".

15.0 Public Records Act

15.1 Any documents submitted by **[Company]** and/or Mark Correia become the exclusive property of the County. All such documents may 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" or otherwise excepted from the Public Records Act. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

16.0 Publicity

[Company] and Mark Correia shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing **[Company]** and Mark Correia's need to identify their services and related clients to sustain themselves, the County shall not inhibit **[Company]** or Mark Correia from publishing their role under this Agreement within the following conditions:

- Each party shall develop all publicity material in a professional manner; and
- During the term of this Agreement, **[Company]** and Mark Correia shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.
- **[Company]** and Mark Correia shall not expressly or impliedly communicate or indicate in any manner that LASD has endorsed any of **[Company]**'s products, authorized use of its products by deputies except for use during this study, or that LASD has come to any conclusion regarding the use of any of **[Company]**'s products.

17.0 Termination

This Agreement may be terminated by any party at any time without or without cause by written notice. Upon termination, **[Company]** and Mark Correia agree to return all Data and Writings to LASD forthwith.

18.0 Authorization Warranty

Each of the individuals executing this Agreement represents and warrants that the individual is an authorized agent who has actual authority to bind the party they represent to each and every term, condition, and obligation of this Agreement and that all requirements of the party have been fulfilled to provide such actual authority.

[Continued on following page for signatures]

AGREEMENT FOR LASD STUDY OF COBRA STUNLIGHT™ NON-LETHAL DEFENSE SYSTEM'S AFFECT ON USE-OF-FORCE AND ON FORCE RELATED COSTS

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be subscribed in its behalf by its authorized individual.

LOS ANGELES COUNTY SHERIFF

By _____
Leroy D. Baca, Sheriff

Date: _____

[company name]

By _____

Date: _____

MARK CORREIA, PH.D

By _____

Date:_____

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.
County Counsel

By _____
Gary Gross
Principal Deputy County Counsel

CONTRACT FOR

_____ SERVICES

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

(any reference to Copyright Assignment would apply to Information Technology Contracts only)

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

_____
CONTRACTOR NAME

Contract No. _____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

Initials of Signer _____

Contractor Name _____ Contract No. _____

Employee Name_____

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.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit H1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

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

SIGNATURE: _____

DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

CONTRACT FOR

_____ SERVICES

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

(any reference to Copyright Assignment would apply to Information Technology Contracts only)

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

_____
CONTRACTOR NAME

Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of any 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.

Initials of Signer _____

Contractor Name _____ Contract No._____

Non-Employee Name _____

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.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit H1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

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

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

INSURANCE REQUIREMENTS

GENERAL INSURANCE REQUIREMENTS

Without limiting Shield Defense Corporation's indemnification of the County and during the term of this Contract, Shield Defense Corporation shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self insurance programs maintained by the County. Such coverage shall be provided and maintained at Shield Defense Corporation's own expense.

INSURANCE COVERAGE REQUIREMENTS

1. General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

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

2. Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than $1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

3. Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident: $1 million
Disease - policy limit: $1 million
Disease - each employee: $1 million

1. **Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

Henry Yee, Contracts Manager
Los Angeles County Sheriff's Department
4700 Ramona Blvd
Monterey Park, CA 91754

prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;

- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require Shield Defense Corporation to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require Shield Defense Corporation to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

2. **Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

3. **Failure to Maintain Coverage:** Failure by Shield Defense Corporation to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement. The County, at its sole option, may obtain damages from resulting from said breach.

4. **Notification of Incidents, Claims or Suits: Shield Defense Corporation shall report to the County:**
- Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against Shield Defense Corporation arising from or related to services performed by Shield Defense Corporation under this Contract.
- Any injury to a Shield Defense Corporation employee that occurs on County property. This report shall be submitted on a County "Non-employee InjuryReport" to the County Agreement Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Shield Defense Corporation under the terms of this Contract.

5. **Compensation for County Costs:** In the event that Shield Defense Corporation fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, Shield Defense Corporation shall pay full compensation for all costs incurred by the County.