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

LEROY D. BACA, SHERIFF

May 2, 2006

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

Dear Supervisors:

APPROVE A SOLE SOURCE CONTRACT WITH VOICE PRINT INTERNATIONAL, INCORPORATED TO PROVIDE VOICE PRINT DIGITAL LOGGING RECORDER HARDWARE AND SOFTWARE MAINTENANCE SERVICES (3 VOTES) (ALL DISTRICTS)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Mayor of the County of Los Angeles to sign the attached sole source agreement with Voice Print International, Incorporated (VPI). The term of this agreement shall be for three (3) years, plus two (2) one-year options, plus a month-to-month extension option in any increment not to exceed six (6) months, if required to best serve the County's interest. The agreement shall have a maximum contract sum, which is estimated not to exceed $1,443,389.78.

2. Authorize the Sheriff, or his designee, to execute all change orders, extensions, and amendments as specified in the agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this agreement is to provide the Los Angeles County Sheriff's Department (Department) with Voice Print digital voice logging recorder equipment and software maintenance and repair services for the Department's Communications and Fleet Management Bureau.

The services had been provided most recently via an Internal Services Department's (ISD) business machines agreement, wherein VPI was the vendor providing the service. ISD has expressed a desire to decentralize its control of a number of specialized services, which are not utilized on a County-wide basis, among which is the servicing of the Communications and Fleet Management Bureau's digital voice logging equipment under their business machines agreement. The ISD's business machines agreement for these services terminated on December 31, 2005.

Implementation of Strategic Plan Goals

The services provided support the County's Strategic Goals for Service Excellence. Specifically, the contract will allow VPI to provide continued data logging recorder hardware and software maintenance.

FISCAL IMPACT/FINANCING

This agreement includes a provision, at no charge to the County, for the Teardown, Move and Reconfiguration (TMR) of up to six (6) data logging systems during the contract term. The maximum contract sum includes an as-needed contingency of $15,000 to pay for up to ten (10) additional TMRs in excess of the original six (6). The cost of each TMR is fixed at $1,500 for the entire contract term.

Funding has been identified in the Department's 2006 operating budget. Annual allocations will be made to finance the ongoing cost of this maintenance program.

The maximum contract sum, which includes the six-month option period and a $15,000 TMR contingency, is estimated to not exceed $1,443,389.78.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Department has forty-eight (48) Voice Print digital voice logging recorders located at facilities throughout Los Angeles County. These machines are used to capture both radio and telephone conversations. Recordings are routinely required for criminal and civil court proceedings, as well as the Department's internal investigations. These digital logging recorders contain both hardware and software that can be monitored and serviced onsite, or remotely by VPI via the Sheriff's Data Network.

In order to ensure digital logging recorders continue to operate efficiently and effectively, they must be expeditiously repaired or replaced when problems are detected.

The Chief Information Officer has reviewed the Statement of Work and given approval to proceed. This agreement is in compliance with all Board, Chief Administrative Office, Chief Information Office, and County Counsel requirements, and has been approved as to form by County Counsel.

JUSTIFICATION FOR PROCEEDING ON SOLE SOURCE BASIS

VPI has advised our Department that it is the sole source manufacturer-proprietor of the Communications and Fleet Management Bureau's Voice Print systems. VPI asserts that it does not train, certify, license, or otherwise endorse any third party to provide support, maintenance, and/or upgrade services to their proprietary Voice Print technology.

On October 25, 2005, the Department posted a request for Letters of Interest on the Department's and County websites for firms capable of providing maintenance for the equipment and software. VPI was the sole respondent. In addition, our Department has contacted four law enforcement agencies who are currently utilizing similar VPI systems, and who have contracted with VPI for system maintenance services. Each agency has confirmed the proprietary nature of VPI's technology, and that VPI is the only source for maintenance services.

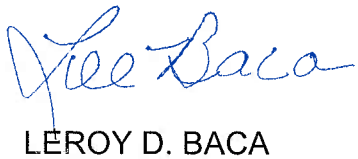
IMPACT ON CURRENT SERVICES

There will be no negative impact on current Department operations and services.

CONCLUSION

Upon approval and execution of the contract by your Board, please return an adopted copy of this action, and two originally executed copies of the agreement, to the Sheriff's Department's Contracts Unit, for further processing.

Sincerely,



LEROY D. BACA
SHERIFF

BY AND BETWEEN

THE COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT

AND

VOICE PRINT INTERNATIONAL, INCORPORATED

FOR

VOICE PRINT™ DIGITAL VOICE LOGGING RECORDER EQUIPMENT AND SOFTWARE MAINTENANCE AND REPAIR SERVICES

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT AGREEMENT
VOICE PRINT EQUIPMENT MAINTENANCE AND REPAIR SERVICES
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EXHIBIT G – CONTRACTOR'S EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

RECITALS

THIS AGREEMENT is entered into as of the Effective Date by and between the County of Los Angeles ("County") and Voice Print International, Incorporated, a corporation organized under the laws of the State of California, located at 975 Flynn Road, Camarillo, California 93012-8104 ("Contractor"), for the Los Angeles County Sheriff's Department (the "Department").

WHEREAS, the Department owns and utilizes specialized digital voice logging equipment and software ("Equipment") to process and catalogue patrol communications;

WHEREAS, the Equipment requires preventative maintenance and remedial repair services to ensure continuous operation; and

WHEREAS, the County does not have the knowledge and technical expertise necessary to provide preventative maintenance and remedial repairs for the Equipment; and

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

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

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:

1.0 AGREEMENT AND INTERPRETATION

1.1 Agreement. This base document along with *Exhibits A through G*, any schedules attached hereto or thereto, and any 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 priority:

Exhibit A - Additional Terms and Conditions

Exhibit B - Statement of Work

Exhibit C - Performance Requirements Summary

Exhibit D - Equipment List and Price Schedule

Exhibit E - Extranet Remote Access Standards, Sheriff

Exhibit F - Contractor's EEO Certification

Exhibit G - Contractor's Employee Acknowledgement and Confidentiality Agreement

1.3 Additional Terms and Conditions. Without limiting the generality of *Paragraph 1.0, Agreement*, attached hereto as *Exhibit A, Additional Terms and Conditions*, and incorporated by reference herein, are additional terms and conditions to this Agreement. Contractor acknowledges and agrees that it shall be bound by the additional terms and conditions enumerated in such Exhibit 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. Captions 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.

2.0 DEFINITIONS

The following terms and phrases in quotation marks and with initial letters capitalized shall have the following specific meaning when used in this Agreement.

2.1 "Agreement" has the meaning set forth in *Paragraph 1.0 (Agreement)*.

2.2 "Board" means the Los Angeles County Board of Supervisors.

2.3 "Business Day" means Monday through Friday, excluding County observed holidays.

2.4 "Change Order" has the meaning set forth in *Section 6.0 (Change Orders and Amendments)*.

2.5 "CIO" means County's Chief Information Officer.

2.6 "Contractor Project Director" has the meaning set forth in *Paragraph 4.1 (Contractor Project Director)*.

2.7 "Contractor Project Manager" has the meaning set forth in *Paragraph 4.2 (Contractor Project Manager)*.

2.8 "County" has the meaning set forth in the Recitals.

2.9 "County Counsel" means County's Office of the County Counsel.

2.10 "County Indemnitees" has the meaning set forth in *Paragraph 13.1 (Indemnification)* of *Exhibit A (Additional Terms and Conditions)*.

2.11 "County Project Director" has the meaning set forth in *Paragraph 3.1 (County Project Director)*.

2.12 "County Project Manager" has the meaning set forth in *Paragraph 3.2 (County Project Manager)*.

2.13 "Deficiency" has the meaning set forth in *Section 12.0 (Deficiencies)*.

2.14 "Department" has the meaning set forth in the Recitals.

2.15 "Dispute Resolution Procedure" has the meaning set forth in *Section 2.0 (Dispute Resolution Procedure)* of *Exhibit A (Additional Terms and Conditions)*.

2.16 "Emergency" means, as set referenced in *Exhibit B (Statement of Work)*, when a Digital Logging Recorder(s) and/or system is not recording any one or more of its channels; or the system is in immediate danger of losing any recordings it has captured; or anytime the retrieval of a recording is unable to be performed and the specific recording is critical to an investigation of any matter wherein life, property and/or the safety of others is at risk.

2.17 "Infringement Claims" has the meaning set forth in *Section 14.0 (Intellectual Property Indemnification)* of *Exhibit A (Additional Terms and Conditions)*.

2.18 "Initial Term" has the meaning set forth in *Section 7.0 (Term)*.

2.19 "Invoice Discrepancy Report" or "IDR" has the meaning set forth in *Paragraph 10.5 (Invoice Discrepancy Report)*.

2.20 "Jury Service Program" has the meaning set forth in *Section 34.0 (Compliance with Jury Service Program)* of *Exhibit A (Additional Terms and Conditions)*.

2.21 "Maximum Contract Sum" has the meaning set forth in *Section 8.0 (Prices and Fees)*.

2.22 "Non-Emergency" means, as set referenced in *Exhibit B (Statement of Work)*, when a Digital Logging Recorder(s) and/or system are recording and archiving all recorded channels, but a non-critical portion of the system needs repair or replacement for full functionality.

2.23 "Notice of Delay" has the meaning set forth in *Section 56.0 (Notice of Delay) of Exhibit A (Additional Terms and Conditions)*.

2.24 "Option Term" has the meaning set forth in *Section 7.0 (Term)*.

2.25 "Sheriff" means the elected official who is the Sheriff of the County of Los Angeles.

2.26 "Statement of Work" or "SOW" means the Statement of Work, attached as *Exhibit B (Statement of Work)* to this Agreement, as the same may be amended by any approved Change Order or amendment.

2.27 "Subtask" means one or more sub-areas of work to be performed under this Agreement and identified as a numbered Subtask in the Statement of Work or any approved Change Order or amendment.

2.28 "Task" means one or more major areas of work to be performed under this Agreement and identified as a numbered Task in the Statement of Work or any approved Change Order or amendment.

2.29 "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.

2.30 "Term" has the meaning set forth in *Section 7.0 (Term)*.

2.31 "Work" means any and all Tasks, Subtasks, Deliverables, goods, and other services performed by or on behalf of Contractor including the work required pursuant to this Agreement, the Statement of Work, and all the Exhibits, Change Orders, and amendments hereto.

3.0 ADMINISTRATION OF AGREEMENT – COUNTY

3.1 County Project Director

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

Rick Adams, Captain
1277 North Eastern Avenue
Los Angeles, California 90063
Phone: (323) 881-8001
Fax: (323) 415-3649
Email: raadams@lasd.org

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

3.1.3 Except as set forth in *Section 6.0 (Change Orders and Amendments)* of this Agreement, the 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 The 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 The "County Project Manager" for this Agreement shall be the following person:

James E. Davis, Lieutenant
1277 North Eastern Avenue
Los Angeles, California 90063
Phone: (323) 881-8020
Fax: (323) 415-3385
Email: jedavis@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 the County Project Manager, such notice, report, or other delivery shall be made to the 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 *Sub-paragraph 3.2.2*.

3.2.3 County shall notify Contractor of any change in the name or address of the County Project Manager.

3.2.4 The 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 give to such person by County.

3.2.5 The 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 The County Project Manager shall advise the County Project Director as to Contractor's performance in areas relating to technical requirements and standards, County policy, information requirements, and procedural requirements.

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) 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.

4.0 ADMINISTRATION OF AGREEMENT – CONTRACTOR

4.1 Contractor Project Director.

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

Dan Marsh
975 Flynn Road
Camarillo, California 93012
Phone: 805-389-5262
Fax: 805-389-5202
Email: DMarsh@voiceprintonline.com

4.1.2 The 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 From the Effective Date through the expiration of the Term, the 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.

4.2 Contractor Project Manager

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

Juliet Cutright
975 Flynn Road
Camarillo, California 93012
Phone: 805-389-5207
Fax: 805-389-5202
Email: JCutright@voiceprintonlinecom

4.2.2 The Contractor Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement and for reporting to County in the manner set forth in *Paragraph 4.4 (Reports by Contractor)*.

4.2.3 From the Effective Date through the expiration of the Term, the Contractor Project Manager shall be available to meet and confer as necessary, but no less frequently than monthly, with County.

4.3 Approval of Contractor's Staff

4.3.1 County approves the proposed Contractor Project Director and Contractor Project Manager listed in *Sub-paragraphs 4.1.1 and 4.2.1*. 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 Contractor shall ensure that its personnel assigned to provide services under this Agreement are trained and experienced to maintain and repair the equipment, and if appropriate, are licensed or certified in the technology, trades and tasks required by the Agreement.

4.3.3 Contractor shall endeavor to assure continuity during the Term of Contractor personnel performing key functions under this Agreement, including systems engineers, programmers and equipment repair technicians, together with

Contractor Project Director and Contractor Project Manager. Notwithstanding the foregoing, County Project Director may require removal of any Contractor staff.

4.3.4 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) 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.

4.3.5 Contractor shall promptly fill any vacancy in Contractor personnel with individuals having qualifications at least equivalent to those of Contractor personnel being replaced.

4.3.6 All staff employed by and on behalf of Contractor shall be adults who are legally eligible to work under the laws of the United States of America and the State of California. All Contractor Key Personnel and all other members of Contractor's staff who have direct contact with County (either by telephone, electronic or written correspondence, or in person) shall be fully fluent in both spoken and written English.

4.4 Reports by Contractor

At a minimum, in order to ensure the reporting of all Work provided by Contractor, the Contractor Project Manager shall provide the County Project Manager with Service Reports, each time services are performed on any of the equipment. Such Reports shall detail the equipment problem or preventative maintenance procedure, any corrective measures taken, and possible future problems or services required, and such other information as the County Project Director or the County Project Manager may from time to time reasonably request.

5.0 WORK; APPROVAL AND ACCEPTANCE

5.1 General

Contractor shall fully complete and timely deliver, pursuant to standards, requirements and schedules either presently incorporated in or to be developed hereunder, all tasks, goods, services and other Work specified in *Exhibit B (Statement of Work)* and elsewhere in this Agreement.

Contractor acknowledges that, subject to this *Section 5.0 (Work; Approval and Acceptance)*, all Work performed under this Agreement, including pursuant to an executed Change Order or amendment, is payable in accordance with the terms and conditions of this Agreement, including this *Section 5.0 (Work; Approval and Acceptance)*, *Section 8.0 (Prices and Fees)*, and *Section 10.0 (Invoices and Payments)*.

5.2 Approval of Work

All Work shall be completed in a timely manner and in accordance with the requirements set forth in this Agreement, and must have the written approval of the County Project Manager. In no event shall County be liable or responsible for payment for a particular Task or Deliverable prior to the County Project Manager's written approval for such Task or Deliverable.

6.0. 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 6.0 (Change Orders and Amendments)*.

6.1 General

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:

6.1.1 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 (with the concurrence of County Counsel) and the Contractor Project Director. To the extent that extensions of time for Contractor performance do not impact either the scope of Work or cost of this Agreement, the County Project Director, in the County Project Director's discretion, may grant Contractor extensions of time in writing for the Work listed in the Statement of Work or otherwise in this Agreement, provided that such extensions shall not extend the Term of this Agreement by more than sixty (60) days. Any such extension greater than sixty (60) days shall be in accordance with *Sub-paragraph 6.1.3*.

6.1.2 The County Project Manager is authorized to execute and approve amendments in the form of Change Notices that delete equipment from or add equipment to *Exhibit D (Equipment List and Price Schedule)*. The cost of such changes shall not cause the cost of the Contractor's performance to exceed the Maximum Contract Sum.

6.1.3 Except as elsewhere specified, for any change that materially affects the scope of Work, period of performance, amount of payments, or any other term or condition in the body of this Agreement or *Exhibit A (Additional Terms and Conditions)*, then a negotiated amendment to this Agreement shall be executed by the Board and Contractor.

6.1.4 Notwithstanding any other provision of this *Section 6.0 (Change Orders and Amendments)*, the Sheriff, with written concurrence of the County Counsel, is authorized to approve and execute amendments in the form of Change Notices for all Board ordered provisions.

6.2 Audit of Change Order Work

County is entitled to audit, in accordance with *Section 42.0 (Records and Audits)* of *Exhibit A (Additional Terms and Conditions)*, Contractor's compliance with *Section 6.0 (Change Orders and Amendments)* in respect of Work performed pursuant to a Change Order.

7.0 TERM

The term of this Agreement shall commence on the Effective Date, and shall continue for three (3) years, unless terminated earlier in whole or in part, as provided in this Agreement (the "Initial Term"). The Sheriff has the option, at the Sheriff's discretion and upon notice to Contractor no later than thirty (30) days prior to the end of the then-current period of the Term, to extend the term of this Agreement for up to two (2) additional one (1) year periods, plus one 6-month period in any increment (each an "Option Term"). As used herein, the "Term" shall mean the Initial Term and, if extended, each Option Term, as the case may be. Contractor shall notify the County Project Manager and the County Project Director when the Initial Term, or when each Option Term, as the case may be, is within three (3) months from the expiration of the Initial Term, or such Option Term, as the case may be, as provided for in this *Section 7.0 (Term)*.

8.0 PRICES AND FEES

8.1 General

Attached to this Agreement as *Exhibit D (Equipment List and Price Schedule)*, is a schedule of all fees applicable to this Agreement. *Exhibit D (Equipment List and Price Schedule)* includes a price schedule for annual maintenance and remedial repair services (Work) for the Initial Term and each of the Option Terms. The annual flat-rate fee shall include costs of annual inspection and all repairs, including parts, labor and travel expenses for Contractor employees providing services under this Agreement, and for telephonic access to Contractor technical support. All rates listed in *Exhibit D (Equipment List and Price Schedule)*, specified by Contractor for the Initial Term and each Option Term, shall remain firm and fixed. County will pay Contractor annually at the beginning of each contract year, beginning with the Initial Term and each properly executed Option Term.

8.2 Maximum Contract Sum

The "Maximum Contract Sum" shall be the total monetary amount that would be payable by County to Contractor for providing the Work specified under this Agreement, inclusive of Reimbursable Costs as defined in *Paragraph 8.3*. The Maximum Contract Sum for this Agreement, including applicable Taxes authorized by County hereunder shall in no event, expressly or by implication, **exceed $1,443,389.78** and shall be allocated as set forth in *Exhibit D (Equipment List and Price Schedule)*. 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 Reimbursable Costs

Exhibit D (Equipment List and Price Schedule) includes a price for each teardown, move and reconfiguration (TMR) service (further defined in *Exhibit B, Statement of Work*) which may be required by County during the Term of this Agreement. Contractor shall provide up to six (6) TMR services at no charge to the County, and thereafter may charge a flat-rate fee of **$1,500** for each TMR. This fee shall include all costs respective of such TMR. Contractor assumes all responsibility for the costs of any repairs resulting from damage incurred during said TMRs, including parts, labor and travel expenses for Contractor employees providing services under this Agreement. The TMR rate listed in *Exhibit D (Equipment List and Price Schedule)* shall remain firm and fixed through the Initial Term and subsequent Option Terms of this Agreement. County will pay Contractor in arrears upon completion of each TMR.

8.4 Option Term Maintenance and Repair Fees

Exhibit D (Equipment and Price Schedule) includes Contractor's price quotation, for its provision of Maintenance and Repair Services, during the Option Terms. In respect of its provision of Maintenance and Repair Services, Contractor acknowledges and agrees as follows: (a) County shall only be liable for Maintenance and Repair Fees for an Option Term if, and only if, County elects to extend the Term for such Option Term as described in *Section 7.0 (Term)*; (b) the price quotation for each Option Term is agreed upon and is effective through the expiration of such Option Term, except as provided for in *Paragraph 8.5*.

8.5 Taxes

The amounts set forth in *Exhibit D (Equipment List and Price Schedule)* include all amounts necessary for County to reimburse Contractor for all applicable California and other state and local taxes for Work procured by County from Contractor. County shall not be liable or responsible for reimbursement of any taxes associated with the procurement except as set forth in *Exhibit D (Equipment List and Price Schedule)*. Contractor will be solely liable and responsible for, and shall pay such tax directly to, the

state or other taxing authority. In addition, Contractor shall be solely responsible for all taxes based on Contractor's income or gross revenue, or personal property taxes levied or assessed on Contractor's personal property to which County does not hold title, and, accordingly, shall not invoice County for any such taxes.

8.6 Price Changes

County shall receive Contractor's most current offered published price, less any applicable discounts. In the event that such current published prices are less than those set forth in this Agreement, then Contractor shall immediately notify and offer the lower prices to County. Such lower prices shall be effected by an amendment in the form of a Change Order pursuant to *Sub-paragraph 6.1.1* of this Agreement.

9.0 COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS

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)*. County shall endeavor to notify Contractor in writing of any such non-appropriation of funds at the earliest possible date.

10.0 INVOICES AND PAYMENTS

10.1 Approval of Invoices

All invoices submitted by Contractor for payment must have the written approval of the County Project Manager, as evidenced by the County Project Manager's countersignature, prior to any payment thereof, less any offsets due to County. County approval shall be provided or denied in a timely manner, within ten (10) days following submission of the invoice. In no event shall County be liable or responsible for any payment prior to such written approval.

The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other Work specified in *Exhibit B (Statement of Work).*

10.2 Submission of Invoices

Contractor shall invoice County for preventative maintenance and remedial repair services according to the schedule specified in *Paragraph 8.1*. All invoices and

supporting documents under this Agreement shall be submitted to the following addresses:

Original to Communications and Fleet Management Bureau:

Los Angeles County Sheriff
Communications and Fleet Management Bureau
1277 North Eastern Avenue
Los Angeles, California 90063
Attention: Budget Analyst

With a copy to:

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

10.3 Detail

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

a. County's Agreement Number
b. Contractor's Name and Address
c. Contractor's Federal Tax ID Number
d. Billing Period
e. Description of Services Provided
f. Service-call Ticket(s) (for TMR only)
g. Total Amount Due
h. Any additional supporting documentation and information reasonably requested by County

10.4 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.

10.5 Invoice Discrepancy Report

The County Project Manager or designee shall review all invoices for any discrepancies and issue an "Invoice Discrepancy Report" (or "IDR") to Contractor within ten (10) 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) 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) days of County's notice to Contractor of an IDR, then County payment will be made, less the disputed charges.

10.6 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.

10.7 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.

11.0 DEFICIENCIES

11.1 Deficiencies

As used herein, the term "Deficiency" shall mean and include, as applicable to any Work provided by or on behalf of Contractor to County: any malfunction, error, or defect in the design, development, or implementation of Work; any error or omission, or deviation from the Equipment Specifications, or mutually agreed upon industry standards, as determined by the County Project Director, in County's Project Director's sole discretion.

11.2 Corrective Measures

The County Project Director shall notify the Contractor Project Director of any Deficiency in writing, or if not practicable, orally (and provided such oral notification is reduced to writing within ten (10) days) to either the Contractor Project Director or the Contractor Project Manager. Upon the earlier of (a) a notice (orally or in writing) from County, or (b) Contractor's discovery of such Deficiency, Contractor shall promptly commence corrective measures to remedy any Deficiency.

11.3 Approval

No Deficiency shall be deemed remedied until all necessary remedial action has been completed and approved in writing by the County Project Director.

12.0 LIQUIDATED DAMAGES

12.1 In the event that Contractor fails to fulfill its obligations under *Exhibit B (Statement of Work)*, the Contractor and County agree that the County will have actual damages. The Department will not be able to properly catalog and/or archive analog voice

transmissions which may be utilized for criminal and civil court proceedings, as well as Sheriff's Department internal investigations, in which case such actual damages are extremely difficult to calculate and impracticable to fix. Therefore, the Contractor and the County agree that in addition to any other remedies available to the County, the following calculations of damages shall apply:

12.2 The County shall have a claim for liquidated damages in the amount of One Hundred Dollars ($100) for each day of service not provided. Said amount shall be deducted from the County's payment to the Contractor.

12.3 Pursuant to *Section 11.0 (Deficiencies)*, if the County Project Director determines that deficiencies have occurred that are correctable by the Contractor over a period of time, the County Project Director will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct the deficiencies within said time frame, the County may deduct as liquidated damages One Hundred Dollars ($100) per day per infraction. Such amount shall be deducted from County's payment to the Contractor.

12.4 The actions specified as liquidated damages in *Paragraphs 12.2 and 12.3* and *Paragraph 11.0 (Deficiencies)* shall not be construed as a penalty, but as an adjustment of payment to Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Agreement. The parties hereby agree that under the current circumstances such amounts are reasonable estimates of damage.

12.5 This *Section 12.0 (Liquidated Damages)* shall not, in any manner, restrict or limit the County's right to damages for any breach of this Agreement provided by law or as specified elsewhere in this Agreement and shall not, in any manner, restrict or limit the County's right to terminate this Agreement as agreed to herein.

13.0 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) 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) days prior notice in accordance with the procedures set forth above, to the other party.

To County:

(1) Rick Adams, Captain
1277 North Eastern Avenue
Los Angeles, California 90063
Phone: (323) 881-8001
Fax: (323) 415-3649
Email: raadams@lasd.org

with a copy to:

(2) Los Angeles County Sheriff's Department
Legal Advisory Unit
4700 Ramona Boulevard, Suite 225
Monterey Park, CA 91754-2169
Attention:
Facsimile: (323) 267-6687

To Contractor: Voice Print International, Incorporated
Attention: [_____]
Facsimile: [_____]

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

14.0 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.

15.0 SURVIVAL

The following *Sections* of this Agreement shall survive its expiration or termination for any reason: *1.0 (Agreement and Interpretation), 2.0 (Definitions), 8.0 (Prices and Fees), 10.0 (Invoices and Payments), 12.0 (Liquidated Damages), 13.0 (Notices), 14.0 (Arm's Length Negotiations), 15.0 (Survival)*, and all the terms and conditions set forth in *Exhibit A (Additional Terms and Conditions)*.

* * * * *

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* * * * *

AGREEMENT
BETWEEN COUNTY OF LOS ANGELES
AND
VOICE PRINT INTERNATIONAL, INCORPORATED

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof, and Contractor has caused this Agreement to be subscribed in its behalf by its authorized officer, effective as of the date approved by such Board.

COUNTY OF LOS ANGELES

By _____
Mayor, County of Los Angeles

ATTEST:
SACHI A. HAMAI
Executive Officer
Los Angeles County
Board of Supervisors

By _____
Deputy

Voice Print International, Incorporated
Contractor

Signed: _____
Printed: JEFFREY E. USGER
Title: Director

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

By _____
Gary Gross
Principal Deputy County Counsel

CONTRACT FOR
VOICE PRINT™ DIGITAL VOICE LOGGING RECORDER EQUIPMENT AND SOFTWARE MAINTENANCE AND REPAIR SERVICES

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EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

(For all Service Agreements)

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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 in this Exhibit A (Additional Terms and Conditions), this "Exhibit") have the meanings given to such terms in the base document of the Agreement.

1.0 SUBCONTRACTING

1.1 General

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 except in accordance with the procedures set forth in this Section 1.0 (Subcontracting). Any attempt by Contractor to subcontract any performance, obligation, or responsibility under the Agreement, except in accordance with the procedures set forth in this Section 1.0 (Subcontracting), shall be null and void and shall constitute a material breach of the Agreement, upon which County may immediately terminate the Agreement.

1.2 Procedure for Subcontracting

If Contractor desires to subcontract any portion of its performance, obligations, or responsibilities under the Agreement to any subcontractor, Contractor shall adhere to the following procedures.

1.2.1 Contractor shall notify the County Project Director of its desire to subcontract a portion of the Work, which notice shall include the reason for the proposed subcontract, and a description of the Work to be performed under the proposed subcontract.

1.2.2 The identity of such subcontractor and why such subcontractor was selected.

1.2.3 A certificate of insurance from the proposed subcontractor which establishes that the subcontractor maintains all the programs of insurance required by the Agreement.

1.2.4 If the proposed Work is to be performed by a subcontractor, then in addition to the foregoing, Contractor shall provide:

i. A draft copy of the proposed subcontract. The material provisions of any approved subcontract between Contractor and a third party may be changed or amended, as applicable, only with the prior written approval of the County Project Director, which approval shall not be unreasonably withheld; and

ii. Any other information and/or certifications reasonably requested by County.

The County Project Director will review Contractor's request to subcontract and determine, in his discretion, whether or not to consent to such request on an individual basis. Without limiting in any way County's prior approval rights, Contractor shall deliver to the County Project Director a fully executed copy of each subcontract entered into by Contractor pursuant to this Subparagraph 1.2.4, on or immediately after the effective date of the subcontract but in no event later than the date any Work is performed under the subcontract.

1.2.5 Contractor shall obtain an executed subcontractor Employee Acknowledgment and Confidentiality (see Exhibit E1 (Contractor's Employee Acknowledgement and Confidentiality Contract)) for each of subcontractor's employees performing Work under the subcontract. Such Contracts shall be delivered to the County Project Director on or immediately after the effective date of the particular subcontract but in no event later than the date any such employee commences performing Work under the subcontract.

1.3 Contractor Responsibilities.

1.3.1 Notwithstanding any County consent to any subcontracting, Contractor shall remain responsible for any and all performance required of it under the Agreement, including the obligation properly to supervise, coordinate, and perform, all Work required hereunder, and no subcontract shall bind or purport to bind County. Further, County approval of any subcontract shall not be construed to limit in any way Contractor's performance, obligations, or responsibilities, to County.

1.3.2 In the event that County consents to any subcontracting, such consent shall be subject to County's right to reject any and all subcontractor personnel providing services under such subcontract.

1.3.3 In the event that County consents to any subcontracting, Contractor shall cause the subcontractor, on behalf of itself, its successors and administrators, to assume and be bound by and shall be deemed to have assumed and agreed to be bound by each and all of the provisions

of the Agreement and any amendment hereto as it relates to or affects the Work performed by subcontractor hereunder.

1.3.4 Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors and their officers, employees, and agents. County shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractors or their officers, employees, and agents.

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, that 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 their respective Project Managers for the purpose of endeavoring to resolve such dispute.

2.3.2 If the Project Managers 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 parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.

2.3.3 If the Project Directors 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 shall be immediately submitted to Contractor's president or chief operating officer and the Sheriff of the County of Los Angeles. 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 Procedure), 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 hereunder, 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

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, regulations, ordinances, guidelines, and directives relating to confidentiality. Contractor shall inform all of its directors, officers, shareholders, employees, and agents providing services hereunder of the confidentiality provisions of the Agreement. Contractor shall provide to County an executed Contractor's Employee Acknowledgment and Confidentiality Contract (Exhibit E1 to the Agreement) for each of its 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 whom 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 this 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 this Agreement, County shall not be obligated in any way under this 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 25.0 (Re-solicitation of Bids, Proposals, or Information).

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, 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 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).

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) 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) 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 Event of Default

County may, upon notice to Contractor, terminate the whole or any part of the Agreement if Contractor fails to perform or provide any Work within the times specified in the Agreement, or Contractor breaches or fails to perform or comply with any of the other provisions of the Agreement, including the applicable notice and cure periods, if any (if no cure period is specified in the Agreement, Contractor shall have ten (10) days following notice from the County Project Director specifying such breach or failure to cure prior to termination under this Section 5.0 (Termination for Default), or such longer period as the County Project Director may authorize, in writing, but in no event shall the period, as extended by the County Project Director, exceed thirty (30) days), provided that nothing in this Paragraph 5.1 shall in any way limit or modify any rights of County or obligations of Contractor relating to timely performance by Contractor as otherwise set forth in the Agreement.

5.2 Deemed Termination for Convenience

If, after County has given notice of termination under the provisions of this Section 5.0 (Termination for Default), it is determined by County or otherwise that Contractor was not in default under the provisions of this Section 5.0 (Termination for Default), or that the default was excusable or curable 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) of this Exhibit except that no additional notice shall be required to effect such termination.

5.3 Completion of Work

Without limiting any of County's rights and remedies pursuant to the Agreement, upon the occurrence of any event giving rise to County's rights to terminate the Agreement, in whole or in part, pursuant to this Section 5.0 (Termination for Default), County may, in lieu of such termination, (a) perform, or cause the performance of, any required correction, remedy and deficiency, replace any noncomplying Work, or take any other such action as may be reasonably required to promptly remedy such default, and (b) debit Contractor therefore at County's direct actual cost of outside labor and materials and County's burdened (including salary, employee benefits and reimbursement policies) rates for labor. Such debit shall be made against any amounts owed by County to Contractor under the Agreement. In the event County elects to proceed under this

Paragraph 5.3 (Completion of Work), any Work created, modified, or repaired by or at the direction of County shall be deemed Work 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) 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 this 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 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 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 TERMINATION FOR GRATUITIES

County may, by notice to Contractor, terminate the right of Contractor to proceed under the Agreement upon one (1) calendar day's notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer, employee, or agent of County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such contract. 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.

9.0 EFFECT OF TERMINATION

9.1 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), or Section 8.0 (Termination for Gratuities), in each case, of this Exhibit, then:

9.1.1 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;

9.1.2 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;

9.1.3 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;

9.1.4 Contractor shall tender promptly payment to County, and shall continue to tender payment for the duration, of any liquidated damages levied

pursuant to Section 11.0 (Liquidated Damages), of the Agreement, to the extent applicable; and

9.1.5 Contractor and County shall continue the performance of the Agreement to the extent not otherwise terminated.

9.2 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, toward the end that there be no interruption of the Department'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 5.2 (Deemed Termination for Convenience) 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 Schedule) of the Agreement, 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 other breach by Contractor, Contractor shall perform transition services at its own expense. In connection with the provision of any transition services pursuant to this Paragraph 9.2 (Transition Services), Contractor shall provide to the County Project Director, on 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.

9.3 Remedies Not Exclusive

The rights and remedies of County set forth in this Section 9.0 (Effect of Termination) are not exclusive of any other rights and remedies available to County at law or in equity, or under the Agreement.

10.0 WARRANTY AGAINST CONTINGENT FEES

10.1 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.

10.2 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.

11.0 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 and that all requirements of Contractor have been fulfilled to provide such actual authority.

12.0 FURTHER WARRANTIES

Contractor represents, warrants and further covenants and agrees to the following:

12.1 Contractor bears the full risk of loss due to total or partial destruction of all or any part any goods acquired from Contractor, as applicable, until acceptance by the County.

12.2 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.

12.3 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 this Agreement, including the Statement of Work.

12.4 All Work shall be performed in a timely and professional manner by qualified personnel.

12.5 Contractor and each of its personnel performing Work hereunder have all permits, licenses, and certifications necessary to perform Contractor's obligations under the Agreement.

13.0 INDEMNIFICATION AND INSURANCE

13.1 Indemnification

Contractor shall indemnify, defend, and hold harmless County, its districts administered by County, and their elected and appointed officers, employees, and agents (the "County Indemnitees") 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, attorney and other professional fees) in any way arising from, connected with, or related to Contractor's, Contractor's agents', employees', officers', directors', or shareholders' acts, errors or omissions. Any legal defense pursuant to Contractor's indemnification obligations under this Section 13.0 (Indemnification and Insurance) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County in writing, which approval shall not be unreasonably withheld or delayed. Contractor shall not, however, without County's prior written approval, accept any settlement, or enter a plea of guilty or *nolo contender*, to any charge or claim that results in other than a monetary judgment against County Indemnitees, which monetary judgment shall not exceed Contractor's ability to pay and which shall be paid by Contractor.

13.2 General Insurance Requirements

Without limiting Contractor's obligations of indemnification and defense of County Indemnitees, Contractor shall provide and maintain at its own expense during the Term the following programs of insurance covering its operations under the Agreement, as specified in this Paragraph 13.2 (General Insurance Requirements). Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County.

13.2.1 Evidence of Insurance

Certificates or other evidence of coverage satisfactory to the County's Risk Manager, and evidence of such programs satisfactory to County, shall be delivered to

Karen Anderson, Assistant Manager
Sheriff's Department Contracts Unit
4700 Ramona Boulevard, Room 214
Monterey Park, California 91754-2169

on or before the execution of the Agreement by the Board. Such certificates or other evidence shall at a minimum:

(i) Specifically identify the Agreement;

(ii) Clearly evidence all coverages required in the Agreement;

(iii) Contain express conditions that County is to be given notice by registered mail at least thirty (30) days prior to any termination of any program of insurance, and, with respect to any modification of any program of insurance, at least thirty (30) days in advance or immediately following Contractor's first receipt of notice of modification in the event Contractor receives less than thirty (30) days advance notice of such modification;

(iv) Include copies of the additional insured endorsement to the commercial general liability policy, naming all County Indemnitees as insureds for all activities arising from the Agreement; and

(v) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County Indemnitees, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including 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.

13.2.2 Insurer Financial Ratings

Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County's Risk Manager.

13.2.3 Insurance Programs

At a minimum, Contractor shall maintain during the Term programs of insurance which consists of:

(i) General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	$2,000,000
Products/Completed Operations Aggregate:	$1,000,000
Personal and Advertising Injury:	$1,000,000
Each Occurrence:	$1,000,000

(iii) Comprehensive auto liability insurance (written on an ISO policy form CA 00 01 or its equivalent) endorsed for owned, non-owned, and hired vehicles, or coverage for "any auto" with a limit of not less than one million dollars ($1,000,000) per accident.

(iv) Workers' compensation insurance in an amount and form required by the California Labor Code (or the labor code of any other applicable state), covering all persons for which Contractor is responsible and all risks to such persons under the Agreement. Such insurance shall include employer's liability coverage covering accident and disease. In respect of accident, the limit shall be no less than one million dollars ($1,000,000) per accident, and, in respect of disease, the policy limit shall be no less than one million

dollars ($1,000,000) and one million dollars ($1,000,000) for each employee.

13.2.4 Notification of Incidents, Claims or Suits

Contractor shall report to County:

(i) Any accident or incident relating to services performed under the Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(ii) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under the Agreement. Such report shall be made in writing within twenty-four (24) hours of the earlier of service of process of such claim or lawsuit, or Contractor otherwise has knowledge of such claim or lawsuit.

(iii) Any injury to a Contractor staff member which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Project Director. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(v) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of the Agreement. Such report shall be made in writing within twenty-four (24) hours of occurrence.

13.3 Failure to Procure and Maintain Insurance

Failure on the part of Contrtactor to procure and maintain all the required insurance shall constitute a material breach of the Agreement upon which County may terminate the Agreement pursuant to Section 5.0 (Termination for Default) of this Exhibit and seek all remedies pursuant to Section 9.0 (Effect of Termination) of this Exhibit, or alternatively, may purchase such required insurance coverage and debit Contractor pursuant to Paragraph 5.3 (Completion of Work) of this Exhibit..

14.0 INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor shall indemnify, defend, and hold harmless County Indemnitees pursuant to Paragraph 13.1 (Indemnification) of this Exhibit, from and against any and all liability (alleged or actual), including damages, losses, costs, fees and other expenses

(including defense costs and legal, accounting and other expert, consulting, attorney, or other professional fees), for or by reason of any actual or alleged infringement of any patent, copyright, trademark, or other proprietary rights of any third party, or any actual or alleged trade secret disclosure of misappropriation, arising from or related to the operation of the Work under the Agreement (collectively referred to as "Infringement Claims"). .

15.0 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, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by Contractor under this Agreement. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Contractor shall continue to perform all of its obligations set forth in this Agreement.

16.0 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 16.0 (Force Majeure), the term "subcontractor" and "subcontractors" mean subcontractors at any tier

17.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

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

17.2 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 Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the Agreement, debar Contractor from bidding on County contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts Contractor may have with County.

17.3 County may debar Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (a) violated a term of a Contract, including this 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.

17.4 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.

17.5 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.

17.6 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.

17.7 These terms shall also apply to subcontractors of County contractors, including Contractor.

18.0 COMPLIANCE WITH APPLICABLE LAW

Contractor's activities hereunder shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, guidelines, and directives, and all provisions required thereby to be included in the Agreement are hereby incorporated herein by reference. Unless provided otherwise under the Agreement, Contractor shall have up to fifteen (15) days to correct any noncompliance with County rules, regulations,

ordinances, guidelines, and directives following notice from County including written copies of such applicable rules, regulations, ordinances, guidelines and directives.

19.0 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.

20.0 NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES

Contractor 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.

20.1 Contractor shall certify to, and comply with, the provisions of Contractor's EEO certification.

20.2 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 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.

20.3 Contractor 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.

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

20.4.1 Title VII, Civil Rights Act of 1964;

20.4.2 Section 504, Rehabilitation Act of 1973;

20.4.3 Age Discrimination Act of 1975;

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

20.4.5 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.

20.5 Contractor shall, with reasonable notice and during regular business hours, allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Section 20.0 (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 20.0 (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 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 20.5 shall be appealable by Contractor in accordance with applicable laws and regulations, and separately pursuant to the Dispute Resolution Procedures.

20.6 The parties agree that if Contractor violates the anti-discrimination provisions of the Agreement, County shall, at its 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.

21.0 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 21.0 (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.

22.0 EMPLOYMENT ELIGIBILITY VERIFICATION

22.1 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.

22.2 Contractor shall retain all such documentation for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County Indemnitees pursuant to Paragraph 13.1 (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.

23.0 HIRING OF EMPLOYEES

Contractor and County agree that, during the Term 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 the Dispute Resolution Procedures, 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.

24.0 CONFLICT OF INTEREST

24.1 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.

24.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the Term. 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 identification of all persons implicated and a complete description of all relevant circumstances.

25.0 RESOLICITATION OF BIDS, PROPOSALS, OR INFORMATION

25.1 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.

25.2 Contractor acknowledges that County, in its discretion, may enter into a contract 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.

26.0 RESTRICTIONS ON LOBBYING

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.

27.0 CONSIDERATION OF GAINPROGRAM PARTICIPANTS FOR EMPLOYMENT

Should Contractor require additional or replacement personnel after the Effective Date, Contractor shall give reasonable 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.

28.0 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.

29.0 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 this Agreement by Contractor, for which County may immediately terminate this Agreement.

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

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. CSSD will supply Contractor with the poster to be used.

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

31.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts 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.

31.2 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 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 or spousal support, pursuant to California Code of Civil Procedure Section 706.031 and California Family Code Section 5246(b).

31.3 Failure of Contractor to maintain compliance with the requirements set forth in this Section 31.0 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by Contractor under the Agreement. Without limiting the rights and remedies available to County under any other provision of the Agreement or at law or in equity, failure to cure such default within ninety (90) days of notice by the CSSD shall be grounds upon which County may suspend or terminate the Agreement pursuant to Section 5.0 (Termination for Default) of this Exhibit.

32.0 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.

33.0 COMPLIANCE WITH JURY SERVICE PROGRAM

33.1 Jury Service Program

This 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.

33.2 Written Employee Jury Service Policy.

33.2.1 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.

33.2.2 For purposes of this Section 33.0 (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 33.0 (Compliance with Jury Service Program). The provisions of this Section 33.0 (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.

33.2.3 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.

33.2.4 Contractor's violation of this Section 33.0 (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.

34.0 BACKGROUND AND SECURITY INVESTIGATIONS

Background and security investigations of Contractor's staff may be required at the discretion of the County as a condition of beginning and continuing work under the Agreement. The cost of background checks is the responsibility of the Contractor.

35.0 ACCESS TO COUNTY FACILITIES

Contractor, its employees, and agents will be granted access to County facilities, subject to Contractor's prior notification to 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.

36.0 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.

37.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

37.1 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) days after the occurrence.

37.2 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.

38.0 PHYSICAL ALTERATIONS

Contractor shall not in any way physically alter or improve any County facility without the prior written approval of the County Project Director, and County's Director of Internal Services Department, in their discretion.

39.0 FEDERAL EARNED INCOME TAX CREDIT

Contractor shall 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.

40.0 ASSIGNMENT BY CONTRACTOR

40.1 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 52.1*, County consent shall require a written Amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

40.2 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(s), 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 applicable provisions of this Agreement.

40.3 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.

41.0 INDEPENDENT CONTRACTOR STATUS

41.1 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.

41.2 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.

41.3 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.

41.4 Contractor shall provide to County an executed Contractor's Employee Acknowledgment and Confidentiality Agreement (Exhibit E1) for each of its employees performing Work under the Agreement. Such agreements shall be delivered to the County Project Director.

42.0 RECORDS AND AUDITS

42.1 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; 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. 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 42.0 (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 Contract 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, time cards and other employment records, shall be kept and maintained by Contractor and shall be made available to County during the Term 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.

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

42.3 If, at any time during or after the Term, 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) 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) 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 Contactor 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.

43.0 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES

Contractor shall obtain and maintain in effect during the Term 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, shall obtain and maintain in effect during the Term 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 copy of each such license, permit, registration, accreditation, and certificate, in duplicate, to Henry Yee, Manager, Sheriff's Department Contracts Administration, 4700 Ramona Boulevard, Monterey Park, CA 91754-2169.

44.0 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 44.0 (No Third Party Beneficiaries) shall not be construed to diminish Contractor's indemnification obligations hereunder.

45.0 MOST FAVORED PUBLIC ENTITY

If Contractor's prices decline, or should Contractor, at any time during the Term, provide the same goods and 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.

46.0 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 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 Board. The report will include improvement and corrective action measures taken by County and Contractor. If, following due cure and notice periods for any specified material breach, improvement does not occur consistent with the corrective action measures,

County may terminate the Agreement or impose other penalties as specified in the Agreement.

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

Should Contractor require personnel in addition to those employed by Contractor on the Effective Date to perform the services set forth herein, Contractor shall give consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement. For this purpose, consideration shall mean that Contractor will interview qualified candidates. Prior to consideration being given by Contractor, County will refer such County employees by job category to Contractor. The above obligations do not apply to positions filled by: (a) third parties who have subcontracted with Contractor to perform the services, or (b) Contractor's current employees.

48.0 CONTRACTOR TO NOTIFY COUNTY WHEN IT HAS REACHED 75% OF MAXIMUM CONTRACT SUM (UNDER CONTRACT SUM PROVISION)

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.

49.0 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF CONTRACT

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 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 or 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.

50.0 SAFELY SURRENDERED BABY LAW

50.1 Notice to Employees

Contractor shall notify and provide to its employees residing in or working in the State of California, and shall require each subcontractor performing Work under this Agreement to notify and provide to its employees residing in or working in the State of California, 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 available on the Internet at www.babysafela.org for printing purposes.

50.2 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.

51.0 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.

52.0 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.

53.0 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.

54.0 RIGHTS AND REMEDIES

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

55.0 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.

* * * * *

EXHIBIT B

STATEMENT OF WORK

VOICE PRINT™
DIGITAL VOICE LOGGING RECORDER
HARDWARE AND SOFTWARE
MAINTENANCE SERVICES

STATEMENT OF WORK
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EXHIBIT B

Statement of Work

1.0 INTRODUCTION

1.1 Purpose

The purpose of this Agreement is to provide the County of Los Angeles, Sheriff's Department with Voice Print™ Digital Voice Logging Recorder equipment and software maintenance and repair services for the Sheriff's Communications and Fleet Management Bureau.

1.2 Background

The Los Angeles County Sheriff's Department has forty-eight (48) Voice Print™ Digital Voice Logging Recorders located at facilities throughout Los Angeles County. These machines are used to capture both radio and telephone conversations. Recordings are routinely required for criminal and civil court proceedings as well as Sheriff's Department internal investigations. These Digital Logging Recorders contain both hardware and software that can be monitored and serviced onsite, or remotely by the Contractor via the Sheriff's Data Network.

In order to ensure digital logging recorders continue to operate efficiently and effectively, they must be expeditiously repaired or replaced when problems are detected.

2.0 SCOPE OF SERVICES

Contractor shall provide hardware and software maintenance services on Voice Print™ Digital Voice Logging Recorders as directed by the Los Angeles County Sheriff's Department, Communications and Fleet Management Bureau.

Contractor will be required by the Sheriff's Department to maintain and service all forty-eight (48) Voice Print™ Digital Voice Print Logging Recorders, software and related accessories. Contractor will provide a full-service repair program for the equipment defined in *Exhibit D (Equipment List and Price Schedule)*, and in the manner set forth in this Statement of Work.

All work listed in this document pertains only to the equipment listed in *Exhibit D*, as well as any future instruments of like make and model that the Department may acquire.

3.0 EQUIPMENT MAINTENANCE PROGRAM

3.1 General

Contractor shall service the entire geographical area of Los Angeles County and shall provide unlimited remote access and/or on-site labor, diagnostics and repairs to the Sheriff's forty-eight (48) Voice Print™ Digital Voice Print Logging Recorders, listed in *Exhibit D (Equipment List and Price Schedule)*, and located at facilities throughout Los Angeles County. Contractor shall not bill County for any associated travel costs.

3.2 Remote Access Diagnostics / Repairs

3.2.1 Contractor shall provide on-line (remote access) hardware and software diagnostics, maintenance and repairs 24 hours per day, 7 days per week, 365 days per year. Exceptions shall be made for County network malfunctions which prohibit Contractor's remote access capabilities.

3.2.2 Contractor shall first attempt to remotely diagnose and repair County equipment. If Contractor is unable to repair equipment using remote diagnostics, Contractor shall dispatch a technician to repair the equipment pursuant to *Paragraph 3.3 and 3.8*.

3.2.3 When providing remote access services, Contractor shall adhere to the County's network security standards defined in *Exhibit E (Extranet Remote Access Standards, Sheriff)*.

3.3 On-Site Diagnostics / Repairs

3.3.1 On-site service calls will normally occur Mondays through Fridays, between the hours of 8:00 a.m. and 5:00 p.m. Contractor understands that the workload may require service outside the 8:00 a.m. and 5:00 p.m. work schedule, on an as-needed basis, which may include weekends and holidays.

3.3.2 Contractor service technicians shall be responsible for installing all parts, components, equipment, and software to the Digital Logging Recorders.

3.3.3 Contractor service technicians must have all parts, materials and tools available on-site, when servicing and performing on-site repairs.

3.4 Addition/Deletion of County Equipment

County, at its sole discretion, reserves the right to add up to ten (10) additional 16-channel digital logging recorder systems (systems) to this Agreement at no extra charge to County. In like manner, County, in its sole discretion reserves the right to delete up to ten (10) additional 16-channel digital logging recorder systems (systems) to this Agreement. Any such deletions shall not change the maintenance charges and/or pricing to County.

3.5 Service Response Time

3.5.1 Remote Response, Emergencies
Upon receipt of customer's call, Contractor shall open an inquiry ticket. Contractor shall promptly utilize remote diagnostics for problem identification. If problem cannot be corrected remotely within two (2) hours from the time the initial problem call is received by Contractor, Contractor shall dispatch on-site support if necessary, however, Contractor shall not expend more than four (4) hours toward un-resolvable remote diagnostics.

3.5.2 For remote diagnostic service calls which remain unresolved after four (4) hours, Contractor's on-site Emergency (as defined in *Section 2.0* of the Agreement) response shall not exceed six (6) hours from the time a service call is placed.

3.5.3 On-site response time for unresolved Non-Emergencies (also defined in *Section 2.0* of the Agreement) shall not exceed twenty-four (24) hours from the time a service call is placed.

3.6 Software Maintenance - Upgrades / Diagnostics / Repairs

Contractor shall provide all software upgrades, diagnostics and repairs to proprietary Voice Print™ Activ!Voice™ software, SQL Database software and related Voice Print™ applications at no additional charge to the County during the Contract term, and as needed to maintain the functionality of Digital Logging Recorders. In the event of software upgrades which require upgraded hardware components to realize total software/hardware functionality, the acquisition and cost of such hardware shall be the responsibility of the County.

All software upgrades, diagnostics and repairs shall be performed in the manner specified in *Paragraphs 3.2 and 3.3* above.

3.7 Technical Support

Contractor shall provide remote access (on-line) and telephonic technical support, 24 hours a day, 7 days a week, 365 days a year. Exceptions shall be made for County network malfunctions which prohibit Contractor's remote access capabilities.

3.8 Incomplete/Unresolved On-Site Service Calls

If an on-site service call cannot be completed because parts must be ordered, the service technician shall provide a full written description of the part(s) to be ordered, the expected delivery date of the parts, as well as an expected return-to-service date for the equipment in question. Documentation for said removals is subject to the conditions outlined in *Paragraph 4.3*.

Contractor shall immediately fax the service ticket to:

Sheriff's Communications Center
Attention: Budget Representative
Fax: (323) 260-7375

3.8.1 County-Owned Voice Print™ Equipment, Surplus

In an effort to minimize downtime to County's Voice Print™ systems, the Sheriff reserves the right to provide Contractor with serviceable, surplus County-owned Voice Print™ systems, to be used as spares in the event of system failures which cannot be immediately remedied, as defined below:

a. A critical system failure is one in which the system is incapable of recording, cataloguing, or playing back existing recordings per the specifications of, or published system capabilities of, the equipment manufacturer, Voice Print International.

b. Contractor shall install a County-owned surplus unit for any equipment that must be removed from County premises for repair.

c. For incomplete/unresolved service calls that are not, or cannot, be resolved within 24 hours, Contractor shall install a County-owned surplus unit until such repairs have been affected to the original equipment, in accordance with this *Paragraph 3.8* as well as with *Paragraphs 3.3, and 6.2*.

d. Contractor shall not remove equipment from County premises until a County-owned surplus unit has been delivered to the site, and without prior authorization from the site Watch Commander. Documentation for said removals is subject to the conditions outlined in *Paragraph 4.3*.

e. In all instances, Contractor shall immediately notify the County Project Manager of the need for said replacement. Contractor shall arrange for the pick up and delivery of the spare to the affected location.

f. Contractor shall notify County's Project Manager or designee within 48 hours of removal of equipment from County premises, as to when such equipment will be repaired and returned.

g. It is intended that any County-owned surplus equipment as defined in this *Sub-paragraph 3.8.1*, be used on a temporary basis only. If the original failed system cannot be repaired within ten (10) calendar days, Contractor shall replace the entire system with a new system of similar quality and features.

3.9 Teardown, Move and Reconfiguration (TMR)

Contractor may be required to perform a teardown, move, and reconfiguration (TMR) for each equipment item identified in *Exhibit D*.

3.9.1 The County may elect to add up to two (2) additional equipment items (systems) of like make to the TMR list (*Exhibit D, Equipment List)*, or elect to change the TMR list at any time, as determined in the best interest of the County, for a total possible six (6) systems scheduled for TMR, at no additional cost to County.

3.9.2 The County may elect, in like manner, to reduce the number of equipment items scheduled for TMR, or to not implement the TMR, as determined in the best interest of the County.

3.9.3 For each TMR which is additional to those six (6) described in *Sub-paragraph 3.9.1*, Contractor shall offer the flat-rate TMR pricing which is published in *Exhibit D (Equipment List and Price Schedule)*, for similar or like items (see *Sub-paragraph 3.9.7*) throughout the Term of this Agreement. County will not pay Contractor on a time and materials basis for TMR services.

3.9.4 For each TMR which is additional to those six (6) described in *Sub-paragraph 3.9.1*, Contractor may invoice for each TMR only after each identified equipment item scheduled for TMR has been successfully moved, and reconfigured to the satisfaction of County and approved by the County's Project Director. Contractor shall not receive payment for TMR until all damages are repaired to the satisfaction of County, subject to the approval of County's Project Director and subject to *Sub-paragraph 3.9.9*.

3.9.5 Equipment identified for TMR will be moved within a ten (10) mile geographic radius of their present location within Los Angeles County.

3.9.6 Contractor shall provide all necessary transportation, equipment and qualified personnel to execute said TMR.

3.9.7 The TMR shall begin at a date and time to be determined by County's Project Director in consultation with Contractor. The TMR 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's Project Manager using Contractor's Sight Survey form and procedures.

3.9.8 The Contractor shall ensure that each identified equipment item scheduled for TMR has been successfully moved, and reconfigured to the satisfaction of County, subject to *Sub-paragraph 3.9.9*., and the approval of the County's Project Director.

3.9.9 Damages incurred, or repairs needed as a result of said TMR, 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's Project Director.

3.9.10 In the event that the TMR move does not take place within the Term of this Agreement, Contractor shall not bill County.

4.0 CONTRACTOR'S RESPONSIBILITIES

4.1 Contractor shall provide to County Project Director both a Quality Control plan and Quality Assurance plan in accordance with *Sections 8.0 and 9.0* of this Statement of Work.

Deliverable	Due Date	SOW Section
Quality Control Plan	Within 90 days after Contract award	8.0
Quality Assurance Plan	Within 90 days after Contract award	9.0

4.2 Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. At least one Contractor employee must be available during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, to respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. Contractor shall provide an answering service to receive calls outside of normal business hours. The Contractor shall respond to calls received by the answering service after normal business hours, on the next business day.

4.3 Service Calls – Equipment Documentation

4.3.1 Contractor shall maintain a complete service-call tracking system 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. Make, model, and 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 *(see Paragraph 3.8);*
h. Documented service history of each piece of equipment;
i. Service technician's full printed name;
j. Service technician's signature;
k. Contract Number.

4.3.2 Upon completion of each and every service call or TMR (see *Paragraph 3.9)*, as the case may be, Contractor's service technicians shall provide County personnel a completed service ticket for each call before leaving County's premises.

Additionally, Contractor service technicians shall simultaneously fax the service ticket to:

Sheriff's Communications Center
Attention: Budget Representative
Fax: (323) 260-7375

Service Tickets shall include:

a. The service date;
b. Service location;
c. Make, model, and serial number of equipment serviced;
d. Description of work completed or disposition of Work in progress, including a listing of parts replaced or placed on order *(see Paragraph 3.8);*
e. Service technician's full printed name;
f. Service technician's signature.

4.3.3 Contractor shall maintain an electronic inventory of all equipment identified in *Exhibit D*. This inventory file must be transferred to the County in a tabular format, which shall be delivered to the County upon request.

4.3.4 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.

4.4 Training

Contractor shall ensure that all Contractor employees providing services under this Agreement are trained and qualified in their assigned tasks relative to this Agreement, and have met the established Quality Control and Quality Assurance standards of Contractor, as approved by County, pursuant to this *Statement of Work, Sections 8.0 and 9.0*.

4.4.1 All Contractor service technicians shall be trained and certified directly by the manufacturer, Voice Print International, Incorporated. Verification of certification must be provided upon request.

4.4.2 Contractor shall provide training programs for all new employees, and continuing, in-service training for all existing employees associated with this Contract.

4.4.3 Contractor shall train its employees in their assigned tasks and in the safe handling of Contractor's equipment.

5.0 COUNTY'S REPONSIBILITIES

County will provide VPI with reasonable access to, and use of, the general facilities and services of County's premises in order to enable VPI to perform its obligations under this Contract. County will appoint the appropriate and authorized persons from its staff to liaise with VPI.

County will ensure that such staff is reasonably available to VPI as required for consultation and guidance with regard to all information, facilities and services reasonably required by VPI for the performance of its obligations under this Agreement.

County will be responsible for:

- providing an Uninterruptible Power Supply (UPS) for the computer hardware;
- the procurement and/or provision of all computer supplies and consumables;
- the procurement, installation and checkout of an analog telephone line for remote diagnostics;
- the procurement of PC AnyWhere software for remote diagnostics;
- the procurement of anti-virus software for the system, and keeping it current;
- any regular maintenance that is normally undertaken by the user or operator as described in the operating manual for the equipment;
- the correct use of the computer equipment and software in accordance with the manufacturer's operating instructions; and
- backups of all call records on a periodic basis as prudently required;
- the security and integrity of all backups and recoveries of the software and data;
- notifying and obtaining permission from VPI before relocating or moving the voice logger system (see *Paragraph 3.9, TMR*).

6.0 CONTRACTOR'S STAFF

6.1 Contractor shall staff one (1) Project Director and one (1) Project Manager to the project. The duties of the Project Director and Project Manager are briefly described in the *Agreement*.

6.2 Contractor shall ensure that both the Project Director and Project Manager are able to receive telephonic communication from the Sheriff's Department, as needed, Mondays through Fridays, 8:00 a.m. to 5:00 p.m. Contractor's Project Manager shall act as a central point of contact with the County.

6.3 Contractor's Project Manager

6.3.1 Contractor's Project Manager shall be in the full-time employment of Contractor.

6.3.2 Contractor's Project Manager shall have previous experience in the management of work requirements for facilities of similar size and complexity and shall demonstrate previous experience in the management of work requirements for the Voice Print™ Voice Data Logging equipment and software, of the type and complexity listed in *Exhibit D*.

6.3.3 Contractor's Project Manager shall be responsible for handling additions, deletions, and modifications to Equipment List, and resolving all service-related issues. County must have access to the Project Manager during all hours, 365 days per year. Contractor shall provide a telephone number where the Project Manager may be reached on a twenty-four (24) hour-per-day basis, 7 days per week.

6.3.4 Project Manager shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/alternate must be able to effectively communicate in English, both orally and in writing.

6.4 Contractor shall, upon execution of an Agreement with County, provide to the Sheriff's Project Director upon request, any and all professional licenses or certificates as related to the maintenance, repair and operation of VPI systems described herein and throughout this Agreement, of proposed repair staff assigned to the Project. Further, Contractor shall annually provide, upon request, all updated documents described above, to Sheriff's Project Director.

6.5 Contractor's employees providing services under this Agreement shall wear Contractor-provided identification badges at all times while conducting business at Sheriff's facilities.

6.6 The conditions outlined in this *Section 6.0* are supplemental to those listed in the *Agreement, Section 4.0*.

7.0 MATERIALS AND EQUIPMENT

7.1 Contractor's Material and Equipment (Tools)

The purchase of all tools and diagnostic equipment (tools) needed to provide the services under this Agreement, is the responsibility of the Contractor.

Contractor shall maintain all of its tools in accordance with OSHA, or other regulatory standards as they may apply, and shall regularly check said tools 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.

7.2 Material Standards, Repairs

7.2.1 Contractor shall use either original equipment manufacturer ("OEM") parts, or alternates that meet or exceed OEM standards. Contractor shall bear financial liability for any damages that may result from the use or installation of all parts, and shall bear the expense of repairing or replacing damaged County equipment or property.

7.2.2 When an article is mentioned by trade name or a manufacturer's name, it is intended to establish a standard of merit. Articles of other manufacturers may be used, provided they are of the same type and of equal quality. The Sheriff's Department shall be the sole judge as to "equal". All materials and equipment shall be new, or an approved type, or certified overhauled, and installed as recommended by the manufacturer. All materials and equipment shall be properly tested, regulated, adjusted and placed in proper operating condition before the work can be accepted.

7.2.3 Contractor shall not charge the County freight charges.

8.0 QUALITY CONTROL PLAN

The Contractor shall establish and utilize a comprehensive Quality Control (Q.C.) plan. Contractor shall submit the Q.C. Plan to the County Project Manager within ninety (90) days after contract award. This *operational* plan shall be used to ensure compliance with all contract administrative requirements. The plan shall include, but may not be limited to the following:

a. Activities to be monitored to ensure compliance with all contract requirements;
b. Method of monitoring technical staff to ensure that Contract requirements are being met;

c. Samples of forms to be used in monitoring (employee time records, employee sign-in/out sheets, etc.);
d. Frequency of monitoring;
e. The method for recording all inspections to be conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

9.0 QUALITY ASSURANCE PLAN

The Contractor shall establish and utilize a comprehensive Quality Assurance (Q.A.) plan. Contractor shall submit the Q.A. plan to the County Project Manager within ninety (90) days after contract award. The QA Plan and methods must provide adequate confidence to the County that the services to be rendered will satisfy the outcomes identified by the Contractor.

Minimally, the Q.A plan must describe the method(s) for recording all inspections to be conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem and the time elapsed between identification and completed corrective action. All Q.A. documentation shall be provided to the County upon request.

The Q.A plan must also outline Contractor's training programs respective of the services to be provided herein, as well as training and qualifying standards used to ensure that all technicians are equipped in the safe handling and usage of Contractor's equipment and materials (tools).

The QA Plan and methods must provide adequate confidence to the County that the services to be rendered will satisfy the outcomes identified by the Contractor.

10.0 CONTRACTOR'S DAMAGES / CLEANUP

10.1 All damages incurred to the Sheriff's Department's Voice Print™ Digital Voice Logging Recorder equipment by Contractor shall be repaired or replaced at Contractor's expense.

10.2 All such repairs or replacements shall be completed within the time requirements as determined by Sheriff's Department. If Contractor fails to repair or replace damaged property, Sheriff's Department will deduct the cost of repairs for such damages, as determined by Sheriff's Department, from existing unpaid invoices due Contractor, or from future invoices

submitted by Contractor, or bill the Contractor. In such event, the provisions of *Paragraph 37.2* of *Exhibit A (Additional Terms and Conditions)* shall apply.

10.3 Upon completion of work, Contractor shall remove remaining excess materials from the Digital Voice Logging Recorder equipment. Any dirt, stains or residues caused by the work under this Agreement shall be cleaned off and removed.

11.0 WARRANTIES

11.1 Warranty of Professional Skills and Performance

For the Services set forth in this Agreement, Contractor warrants that all Work performed under this Agreement will be performed in a timely and workmanlike manner using only qualified, skilled, or original equipment manufacturer (OEM) trained maintenance technicians specifically qualified to maintain and repair the equipment listed in *Exhibit D*. Further, Contractor warrants that all tasks, deliverables, services, and other work provided shall conform to the specifications for, and to the standards set by the OEM for the equipment listed in *Exhibit D*, for the same or similar tasks, deliverables, services, and other work.

11.2 Warranty to Maintain Equipment within Specifications

Contractor warrants that it will maintain County equipment free from defects in workmanship and materials so that all equipment shall conform to the performance capabilities, characteristics, specifications, functions, and standards applicable thereto, as published by the original equipment manufacturer (OEM) thereof.

Contractor warrants that it will maintain County equipment free from defects in workmanship and materials so that all equipment shall conform to the performance capabilities, characteristics, specifications, functions, and standards applicable thereto as published by the manufacturer thereof.

12.0 ACCEPTABILITY OF WORK

All work by Contractor shall be done in a professional manner, and must be acceptable to technically qualified Sheriff's Department personnel designated by the County. All work shall be completed within time frames specified in *Paragraph 3.5* (further defined in *Sub-paragraph 3.8.1)*, and of a quality specified in the *Quality Assurance Plan, Section 8.0*.

13.0 DISCREPANCIES

13.1 If the Sheriff's Department determines that work is not complete, not performed to standard, or for some other reason not acceptable, a Sheriff's Department representative will notify the Contractor in writing or by telephone and request a meeting to resolve the discrepancy. Representatives of the Sheriff's Department and Contractor shall meet at the Sheriff's Communications Center within five (5) days of the date of notification by the Sheriff's Department. Contractor shall not be paid for work until such discrepancy is resolved. All such meetings are not billable to the County.

13.2 If a discrepancy cannot be resolved, as stated herein, the County's Project Director will meet with Contractor's Project Director in an effort to resolve the discrepancy. If after a reasonable effort, as determined by County, Contractor is unable to adequately repair equipment, *Section 12.0 (Liquidated Damages)* of the Agreement shall apply.

14.0 MEETINGS

At various times throughout the Agreement term, the Contractor may be required to attend meetings called by the Sheriff's Department. The purpose of these meetings will be to discuss and resolve problems, and/or readjust assignments and working schedules to meet new needs. The Contractor will be given written notice seven (7) days prior to the meeting as to the date, time and location. Meetings are not billable to the County.

* * * * *

EXHIBIT C
TECHNICAL EXHIBITS

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TECHNICAL EXHIBT C1

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS:_____

_____

_____

_____ _____

Signature of County Representative Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE:_____

_____

_____

_____ _____

Signature of County Representative Date

COUNTY ACTIONS:_____

_____

_____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

TECHNICAL EXHIBIT C2

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
SOW: Paragraph 3.2.1, Equipment Maintenance Program	Contractor shall provide 24-7 on-line maintenance services, excepting when network mal-functions prohibit on-line access.	Observation	$50 per occurrence per day
SOW: Sub-paragraph 3.2.3, Equipment Maintenance Program	Contractor shall adhere to County's network security standards (Exhibit F) when providing on-line maintenance services.	Observation	$100 per occurrence per day
SOW: Paragraph 3.5, Service Response Time	Contractor shall provide 4-hour or less response time emergency services.	Inspection & Observation	$100 per occurrence per day
SOW: Paragraph 3.5, Service Response Time	Contractor shall provide 24-hour or less response time non-emergency services.	Inspection & Observation	$50 per occurrence per day
SOW: Paragraph 3.7, Technical Support	Contractor shall provide 24-7-365 technical support services.	Observation	$50 per occurrence per day
SOW: Sub-paragraph 3.8.1(c), County-Owned VP Equipment	Contractor shall not remove equipment from County premises without prior authorization.	Inspection &Observation	$50 per occurrence
SOW: Sub-paragraph 3.8.1(a-g), County-Owned VP Equipment	Contractor shall provide replacement system for any system which has suffered a critical failure and cannot be repaired within 10 calendar days.	Observation	Contractor to be assessed the actual cost of a new system on future invoice.
SOW: Sub-paragraph 3.9.5, TMR	Contractor shall provide all necessary transportation, equipment and qualified personnel to effect TMR.	Observation	$100 per occurrence per day

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART (cont'd)

SOW: Sub-paragraph 3.9.8, TMR	Contractor's shall repair all damages incurred as a result of TMR.	Observation	$100 per occurrence per day
SOW: Paragraph 4.2, Inquiries-Complaints	Contractor shall provide at least one employee who will be available telephonically from 8am to 5pm to respond to inquiries and/or complaints.	Observation	$50 per occurrence per day
SOW: Paragraph 4.3.1, Call Tracking System	Contractor shall maintain a service-call tracking system and provide any requested information from that system to County Project Manager within one calendar day.	Observation	$50 per occurrence per day
SOW: Paragraph 5.4, Certificates	Contractor shall, upon request, provide all professional licenses/certificates to County Project Director.	Inspection & Observation	$50 per occurrence per day
SOW: Paragraph 6.5, Identification	Contractor employees providing services shall wear identification badges at all times while conducting business at Sheriff's facilities.	Observation	$50 per occurrence per day
SOW: Paragraph 6.2, Material Standards, Repairs	Contractor must provide all OEM parts, or alternates which meet or exceed OEM standards, to repair and maintain the equipment.	Inspection & Observation	$100 per occurrence per day in addition to replacement with authorized parts.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART (cont'd)

SOW: Section 7.0, Quality Control Plan	Contractor must submit comprehensive Quality Control Plan to County's Project manager, which includes written operational policies and procedures to ensure compliance with contract administrative requirements within ninety (90) days of contract award.		$100 per day
SOW: Section 8.0, Quality Assurance Plan	Contractor shall submit Q.A. plan to the County Project Manager within 90 days of contract award.		$100 per day
SOW: Section 9.0, Contractor's Damages / Cleanup	Contractor must repair or replace all County-owned VP equipment damaged by Contractor.		$100 per occurrence per day

EQUIPMENT LIST AND PRICE SCHEDULE

EXHIBIT D

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
DIGITAL VOICE PRINT LOGGING RECORDERS - Project 269SH
EQUIPMENT LIST & PRICING SCHEDULE - VOICE PRINT INTERNATIONAL, INC.

	MODEL	OLD SERIAL #	UPGRADE SERIAL #	YEAR 1 Initial Term Price	YEAR 2 Initial Term Price	YEAR 3 Initial Term Price	YEAR 4 Option Term 1 Price	YEAR 5 Option Term 2 Price	6 MONTH Option Term 3 Price	RELOCATION REQUIRED
1	VP-MXCH	AP20248	51399	2,360.00	2,720.00	3,200.00	3,840.00	4,610.00	2,305.00	
2	VP-MXCH	AP20445	51456	2,360.00	2,720.00	3,200.00	3,840.00	4,610.00	2,305.00	
3	VP-MXCH	AP9606*	51434	2,360.00	2,720.00	3,200.00	3,840.00	4,610.00	2,305.00	
4	VP-MXCH	AP17596	51444	2,360.00	2,720.00	3,200.00	3,840.00	4,610.00	2,305.00	
5	VP-MXCH	AP23039	51431	2,360.00	2,720.00	3,200.00	3,840.00	4,610.00	2,305.00	
6	VP-MXCH	AP20455	51459	2,360.00	2,720.00	3,200.00	3,840.00	4,610.00	2,305.00	
7	VP-MXCH	AP29632	51419	2,360.00	2,720.00	3,200.00	3,840.00	4,610.00	2,305.00	
8	VP-MXCH	AP18229	51319	2,360.00	2,720.00	3,200.00	3,840.00	4,610.00	2,305.00	
9	VP-MXCH	AP20454	51454	2,360.00	2,720.00	3,200.00	3,840.00	4,610.00	2,305.00	
10	VP-MXCH	AP17418	51428	2,360.00	2,720.00	3,200.00	3,840.00	4,610.00	2,305.00	
11	VP-MXCH	AP20448	51436	2,360.00	2,720.00	3,200.00	3,840.00	4,610.00	2,305.00	
12	VP-MXCH	AP34964	51911	2,360.00	2,720.00	3,200.00	3,840.00	4,610.00	2,305.00	
13	VP-MXCH	AP18228	51400	2,360.00	2,720.00	3,200.00	3,840.00	4,610.00	2,305.00	
14	VP-MXCH	AP17439	51435	2,360.00	2,720.00	3,200.00	3,840.00	4,610.00	2,305.00	
15	VP-MXCH	AP19170	51455	2,360.00	2,720.00	3,200.00	3,840.00	4,610.00	2,305.00	
16	MN4-TK	AP12345	51867	1,500.00	1,725.00	2,035.50	2,442.60	2,931.12	1,465.65	
17	VP-MXCH	AP19175	51417	2,360.00	2,720.00	3,200.00	3,840.00	4,610.00	2,305.00	LNX Sta - from ZIP code 90304 to 90304 (see below)
18	VP-MXCH	AP19167	51450	2,360.00	2,720.00	3,200.00	3,840.00	4,610.00	2,305.00	
19	VP-MXCH	AP19174	51442	2,360.00	2,720.00	3,200.00	3,840.00	4,610.00	2,305.00	
20	VP-MXCH	AP18225	51453	2,360.00	2,720.00	3,200.00	3,840.00	4,610.00	2,305.00	
21	VP-MXCH	AP17767	51421	2,360.00	2,720.00	3,200.00	3,840.00	4,610.00	2,305.00	
22	VP-MXCH	AP20456	51430	2,360.00	2,720.00	3,200.00	3,840.00	4,610.00	2,305.00	PLMDL Sta - from ZIP code 93550 to 93550 (see below)
23	VP-MXCH	AP17994	51422	2,360.00	2,720.00	3,200.00	3,840.00	4,610.00	2,305.00	
24	VP-MXCH	AP17769	51432	2,360.00	2,720.00	3,200.00	3,840.00	4,610.00	2,305.00	
25	VP-MXCH	AP17595	51429	2,360.00	2,720.00	3,200.00	3,840.00	4,610.00	2,305.00	
26	VP-MXCH	AP20447	51809	2,360.00	2,720.00	3,200.00	3,840.00	4,610.00	2,305.00	
27	VP-MXCH	AP17415	51402	2,360.00	2,720.00	3,200.00	3,840.00	4,610.00	2,305.00	
28	VP-MXCH	AP17438	51420	2,360.00	2,720.00	3,200.00	3,840.00	4,610.00	2,305.00	
29	VP-MXCH	AP19172	51433	2,360.00	2,720.00	3,200.00	3,840.00	4,610.00	2,305.00	
30	VP-MXCH	AP19171	51418	2,360.00	2,720.00	3,200.00	3,840.00	4,610.00	2,305.00	
31	VP-MXCH	AP36968	51320	2,360.00	2,720.00	3,200.00	3,840.00	4,610.00	2,305.00	
32	VP-MXCH	AP34966	51457	2,360.00	2,720.00	3,200.00	3,840.00	4,610.00	2,305.00	
33	VP-MXCH	AP36975	51401	2,360.00	2,720.00	3,200.00	3,840.00	4,610.00	2,305.00	
34	VP-MXCH	AP37079	51427	2,360.00	2,720.00	3,200.00	3,840.00	4,610.00	2,305.00	
35	VP-MXCH	AP34068	51449	2,360.00	2,720.00	3,200.00	3,840.00	4,610.00	2,305.00	Harbor College - intra-campus - ZIP code 90744 (see below)
36	VP-MXCH	AP37551	51437	2,360.00	2,720.00	3,200.00	3,840.00	4,610.00	2,305.00	
37	VP-MXCH	AP4081*	51451	2,360.00	2,720.00	3,200.00	3,840.00	4,610.00	2,305.00	
38	VP-MXCH	AP45596	51440	2,360.00	2,720.00	3,200.00	3,840.00	4,610.00	2,305.00	
39	VP-MXCH	AP41134	51458	2,360.00	2,720.00	3,200.00	3,840.00	4,610.00	2,305.00	Southwest College - intra campus - ZIP code 90047 (see below)
40	VP-MXPRO	AP20451	51240	9,440.00	10,850.00	12,800.00	15,360.00	18,440.00	9,220.00	
41	VP-MXPRO	AP22942	51244	9,440.00	10,850.00	12,800.00	15,360.00	18,440.00	9,220.00	
42	VP-MXPRO	AP22944	51245	9,440.00	10,850.00	12,800.00	15,360.00	18,440.00	9,220.00	
43	VP-MXPRO	AP22939	51243	9,440.00	10,850.00	12,800.00	15,360.00	18,440.00	9,220.00	
44	VP-MXPRO	AP20457	51241	9,440.00	10,850.00	12,800.00	15,360.00	18,440.00	9,220.00	
45	VP-MXPRO	AP20458	51242	9,440.00	10,850.00	12,800.00	15,360.00	18,440.00	9,220.00	
46	VP-MXPRO	AP20446	51239	9,440.00	10,850.00	12,800.00	15,360.00	18,440.00	9,220.00	
47	VP-MXPRO	AP20249	51238	9,440.00	10,850.00	12,800.00	15,360.00	18,440.00	9,220.00	
48	MX64-TK	AP17338	TBD	2,360.00	2,720.00	3,200.00	3,840.00	4,610.00	2,305.00	
			Column Totals:	$ 199,060.00	$ 229,650.00	$ 229,235.50	$ 275,082.60	$ 330,241.12	$ 165,120.56	
							Maintenance Program GRAND TOTAL:		$ 1,428,389.78	----------->Initial

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
DIGITAL VOICE PRINT LOGGING RECORDERS - Project 269SH
EQUIPMENT LIST & PRICING SCHEDULE - VOICE PRINT INTERNATIONAL, INC.

MODEL	OLD SERIAL #	UPGRADE SERIAL #	YEAR 1 Initial Term Price	YEAR 2 Initial Term Price	YEAR 3 Initial Term Price	YEAR 4 Option Term 1 Price	YEAR 5 Option Term 2 Price	6 MONTH Option Term 3 Price	RELOCATION REQUIRED

The Following Equipment Items may require a One-Time Teardown, Move, and Reconfiguration (TMR) from their current locations to their new location within the same zip code,
3.9.5 (SOW) Contractor shall provide all necessary transportation, equipment and qualified personnel to effect said TMR.

	MODEL	OLD SERIAL #	UPGRADE SERIAL #		RELOCATION REQUIRED
17	VP-MXCH	AP19175	51417	Future Teardown Move and Reconfiguration (TMR)	currently LNX Sta - from ZIP code 90304 to 90304
22	VP-MXCH	AP20456	51430	Future Teardown Move and Reconfiguration (TMR)	currently PLMDL Sta - from ZIP code 93550 to 93550
35	VP-MXCH	AP34068	51449	Future Teardown Move and Reconfiguration (TMR)	currently Harbor College - intra-campus move- ZIP code 90744
39	VP-MXCH	AP41134	51458	Future Teardown Move and Reconfiguration (TMR)	currently Southwest College - intra campus move- ZIP code 90047

3.9.1 (SOW) For each Equipment item (system) scheduled for TMR in excess of six (6) systems, Contractor's flat rate fee for EACH TMR shall be: **$ 1,500** ----------> **Initial** _____

County's Contingency funds for excess TMRs:	**$ 15,000**	
Maximum Contract Amount:	**$ 1,443,389.78**	

Contractor asserts that the below signed person is authorized to bind CONTRACTOR to the PRICING represented herein.

JEFFREY E. VISGER
VOICE PRINT REPRESENTATIVE (print)

4-11-06
DATE

VOICE PRINT REPRESENTATIVE (signature)

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

E EXTRANET STANDARDS, SHERIFF

F CONTRACTOR'S EEO CERTIFICATION

G CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

L.A. COUNTY EXTRANET INFORMATION TECHNOLOGY (IT) SECURITY STANDARDS

Published
October 2005

Standard:

1.0 L.A. County vendors that are connecting to the extranet in order to access various L.A. County Information Technology (IT) systems must agree to the following 'L.A. County extranet' IT security standards prior to obtaining approval for connectivity:

1.1 Vendor shall review and adhere to all applicable L.A. County IT written security policies, procedures and standards.

1.2 Vendor shall connect to 'L.A. County extranet' via secure methods such as private or dedicated circuits.

1.3 Vendor shall provide specific Transmission Control Protocol/Internet Protocol (TCP/IP) source and destination addresses - and port numbers for all connectivity. This information will be used to define access-list and firewall restrictions to control access to and from the resources. This information should also be utilized at the vendor network access-points as well.

1.4 Vendor shall encrypt any sensitive data 'in transmission' and 'at-rest', in accordance with the County's 'external agencies' data classification standards.

1.5 Vendor shall employ authentication methods prior to accessing L.A. County resources. Each user shall have a unique user identity and 'strong' passwords.

1.6 Vendor shall enable logging and auditing functions on servers and applications, as well as review said logs on a regular basis.

1.7 Vendor shall maintain their Personal Computer (PC) and computer server anti-virus program(s), and regularly update definitions.

1.8 Vendor shall also establish and implement PC and server Operating System (OS) security base-lines, and keep security patches up-to-date.

1.9 Vendor shall conduct background checks on all employees and contractors. Vendor shall ensure that only authorized personnel are granted access to County systems.

1.10 Vendor shall have a formal written approval process [procedures] for affecting changes to L.A. County connections or providing access.

1.11 Vendor shall establish a helpdesk call-back list and written escalation procedures.

1.12 Vendor shall have dedicated IT Security personnel on staff.

JEFFREY E. VISBER, DIR. 4-11-06

Name (printed), Title date

Name (signature)

EXHIBIT F

CONTRACTOR'S EEO CERTIFICATION

Voice Print International, Incorporated
Contractor Name

975 Flynn Rd, Camarillo, Ca 93012
Address

770496949
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1.	The Contractor has a written policy statement prohibiting discrimination in all phases of employment.	Yes ☑	No ☐
2.	The Contractor periodically conducts a self analysis or utilization analysis of its work force.	Yes ☑	No ☐
3.	The 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, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.	Yes ☑	No ☐

JEFFREY E. VISGER
Authorized Official's Printed Name and Title

Authorized Official's Signature

4-11-06
Date

CONTRACT FOR

VOICE PRINT™ EQUIPMENT AND SOFTWARE MAINTENANCE AND REPAIR SERVICES

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Voice Print International, Incorporated
CONTRACTOR NAME

Contract No. _____

Employee Name JEFFREY E. VISGEN

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 Voice Print International, Incorporated Contract No. _____

Employee Name JEFFREY E. VISGER

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.

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: 4/11/06

PRINTED NAME: JEFFREY E. VISGER

POSITION: Dir. of PSAP