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

LEROY D. BACA, SHERIFF

June 20, 2006

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

Dear Supervisors:

APPROVAL OF AMENDMENT NUMBER 1 TO AGREEMENT NUMBER 58958 NEC SOLUTIONS (AMERICA), INC., EQUIPMENT MAINTENANCE SERVICES (ALL DISTRICTS) (3 VOTES)

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

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Mayor of the County of Los Angeles to sign Amendment Number 1 to Agreement Number 58958 with NEC Solutions (America), Inc., (NEC) for equipment maintenance services for the Los Angeles County Sheriff's Department's (Department) Automated Fingerprint Identification System (AFIS), revising the term to a period of one (1) year with the option to extend for two (2), twelve (12) month extensions in any increment, at a cost not to exceed a maximum contract sum of $660,000. This Amendment will be effective upon your Board's approval.

2. Authorize the Sheriff to execute applicable documents when the original contracting entity has merged, been purchased, or has otherwise changed; and to modify the contract within the conditions specified in the contract, including authority for the Sheriff to exercise the two (2), twelve (12) month extension options, in any increment, if it is in the best interest of the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the Amendment is to help improve the management of the Agreement by revising the term; introducing a maximum contract sum; updating the Statement of Work and the Equipment Maintenance Price Schedule; and including all standard County contract provisions that the Board has adopted after the original agreement was approved. The Amendment will also delegate authority to the Sheriff to execute applicable documents and modify the contract within the conditions specified in the contract.

Implementation of Strategic Plan Goals

The services provided under this Amendment support the County's Strategic Goal 1: Service Excellence. Specifically, the Amendment will help the County to better manage the service agreement with NEC. The Amendment also supports the County's Strategic Goal 4: Fiscal Responsibility, by ensuring a fiscally sound provision of services.

FISCAL IMPACT/FINANCING

The maximum contract sum payable for the services provided through this proposed Agreement is $660,000 for the initial one (1) year term and the two (2), twelve (12) month extension options. Funding for these services is provided by the Remote Access Network (RAN) Board with no net County costs.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County's AFIS system accesses the State of California Department of Justice's (Cal-DOJ) AFIS system and searches fingerprint minutia data and images, identifying fingerprints obtained from persons arrested, as well as fingerprint images located at crime scenes. The registering and searching of data has been conducted through the remote terminals and latent terminals, which are owned by the State, and maintained by NEC. These terminals provide criminal and arrest identification for all 47 independent police departments within the County, as well as for the Sheriff, District Attorney, Coroner, Superior Court, and Probation Department.

In 2004, the County installed its own AFIS system focusing on latent technology developed by Cogent, Inc. (Cogent). This new AFIS system provides criminal and arrest identification for all law enforcement agencies in the County, including the Los Angeles City Police Department (LAPD), the Sheriff's Department, the District Attorney's Office, the Department of Coroner, the Superior Court, and the Probation Department. However, to interface with the State and Federal System for Latent Fingerprint processing, the Department is still required to rely on the old latent terminals owned by the State and maintained by NEC.

The State has not provided a process for non-NEC systems to send latent fingerprints to the State and Federal systems for processing, but has indicated that it will eventually provide this service, both for searching and registering latent fingerprint images, within the next couple of years. The maintenance services of NEC for their hardware and software are therefore required in this interim period until the State provides a mechanism for registering latent fingerprints from the County's new AFIS system serviced by Cogent.

The Chief Information Officer (CIO) has reviewed and endorsed this proposed Amendment as outlined in the attached CIO Analysis (Attachment 1). In addition, County Counsel has reviewed and approved this proposed Amendment as to form.

CONTRACTING PROCESS

The Agreement was first approved on March 29, 1988. It has been automatically extended on a year-to-year basis, in accordance with the provisions of the Agreement, since the one (1) year base term expired in 1989. NEC has proprietary rights over the latent terminals and software of the old AFIS system owned by the State. NEC is the only vendor that can provide necessary equipment maintenance services to the old AFIS system.

IMPACT ON CURRENT SERVICES

There will be no negative impact on current Department operations and services. This proposed Amendment will provide uninterrupted equipment maintenance services for the Department's NEC AFIS System terminals.

CONCLUSION

Upon approval by your Board, please return an adopted copy of this action and three (3) originally executed copies of this Agreement to the Sheriff's Department, Contracts Unit, for further processing.

Sincerely,

LEROY D. BACA
SHERIFF

Reviewed By:

JON W. FULLINWIDER
CHIEF INFORMATION OFFICER

CIO ANALYSIS

AMENDMENT NUMBER ONE
TO AGREEMENT NUMBER 58958 WITH NEC SOLUTIONS (AMERICA), INC.
FOR EQUIPMENT MAINTENANCE SERVICES

CIO RECOMMENDATION: ☒ APPROVE ☐ APPROVE WITH MODIFICATION ☐ DISAPPROVE

Contract Type:
☐ New Contract ☒ Contract Amendment ☐ Contract Extension
☐ Sole Source Contract ☐ Hardware Acquisition ☐ Other

New/Revised Contract Term: Base Term: 1 Yrs # of Option Yrs 2

Contract Components:
☐ Software ☐ Hardware ☐ Telecommunications
☒ Professional Services

Project Executive Sponsor: Chief Michael Aranda

Budget Information :

Y-T-D Contract Expenditures	$ 9,600,000.00
Requested Contract Amount	$ 660,000.00
Aggregate Contract Amount	$10,260,000.00

Project Background:

Yes	No	Question
☒	☐	Is this project legislatively mandated?
☒	☐	Is this project subvented? If yes, what percentage is offset? This project is offset 100% and uses funds from the AFIS Special Revenue Fund.
☒	☐	Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved? Independent police departments within the County, District Attorney, Coroner, Superior Court, and Probation Department.

Strategic Alignment:

Yes	No	Question
☒	☐	Is this project in alignment with the County of Los Angeles Strategic Plan? AFIS supports the County's Strategic Plan Goal No. 1 for Service Excellence.
☒	☐	Is this project consistent with the currently approved Department Business Automation Plan?
☐	☒	Does the project's technology solution comply with County of Los Angeles IT Directions Document? The NEC equipment is proprietary and outdated. The Sheriff has to use this equipment until the State of California provides an alternative method for the Department to electronically submit latent fingerprints to the State and Federal systems using the new LAFIS system.

☐	☒	Does the project technology solution comply with preferred County of Los Angeles IT Standards? NEC utilizes proprietary technologies. The Department has to use the NEC equipment due to the proprietary nature of the State system.
☐	☒	This contract and/or project and its milestone deliverables must be entered into the Information Technology Tracking System (ITTS).

Project/Contract Description:

The Sheriff's Department is seeking your Board's approval of an amendment to the existing Agreement with NEC Solutions (America), Inc. (NEC) for the continued maintenance of the equipment utilized by the Department to access the State's Automated Fingerprint Identification System (AFIS) for latent fingerprint processing. The purpose of the Amendment is to update and improve the existing Agreement in four areas:

1. Introduce a maximum contract sum;
2. Update the Price Schedule with lower rates;
3. Revise the term to one year with the option to review for two one-year extensions;
4. Update the Statement of Work to reflect changes in the business requirements.

Amendment Number One also provides delegated authority to the Sheriff to execute applicable documents when the original contracting entity has merged, been purchased, or otherwise changed.

The proposed Amendment will limit the term of the original Agreement to one (1) additional year, with two (2) one-year extension options. The Amendment will also add $660,000 to the contract sum.

The Agreement is included in the contracts listing within the Sheriff's Department's 2005-2006 Business Automation Plan. The AFIS Special Revenue Fund will provide funding for this Agreement.

Background:

The Sheriff's Department implemented a new Los Angeles Fingerprint Identification System (LAFIS) in 2004. The State of California is still using a legacy system utilizing proprietary NEC equipment. The State system does not provide the Sheriff with a direct connection to LAFIS for processing latent fingerprints. As a result, the Sheriff has to continue to support the NEC system in order to access the State database for latent fingerprints.

The Sheriff's Department entered into an agreement with NEC in 1988 for the installation and support of the system. The Agreement has been extended annually to provide support and maintenance services.

Project Justification/Benefits:

The Department is responsible for the support of automated fingerprint search and identification services to all law enforcement and criminal justice agencies in Los Angeles County. Whereas the new LAFIS system developed by the Department is capable of automatically submitting latent fingerprints to the State system, the latter system runs on outdated and proprietary technology and does not provide for an automated interface. The Sheriff's Department is, therefore, compelled to continue to keep and support the proprietary NEC equipment owned by the State for such functionality. The Sheriff is waiting for the State to upgrade its legacy system to allow for an automated interface with LAFIS. It is anticipated that the State will have a new system in place in about two years. Once the new State system is in production, the Sheriff's Department will retire the NEC equipment and cancel the maintenance agreement with NEC.

Project Metrics

This Amendment extends an existing maintenance contract and does not involve system development or implementation. The Statement of Work requires the contactor to utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Agreement.

Impact On Service Delivery Or Department Operations, If Proposal Is Not Approved

If Amendment Number One is not approved, the existing NEC system will not be impacted as the Sheriff could continue support services using the existing Agreement. However, Amendment One will provide the Department with better terms and pricing for the same level of maintenance services.

Alternatives Considered:

No alternatives have been explored. NEC developed the system and is the only provider of support and maintenance services for the proprietary hardware and software.

Project Risks:

This Amendment is a maintenance contract and does not create any additional risks to the operation of the existing system.

Risk Mitigation Measures:

The Sheriff's Department will retain a 10 percent holdback on deliverable payments for new work performed under this Amendment to ensure successful performance.

Financial Analysis:

Maintenance services for 12 months	**$200,000**
Maintenance services for two additional 12-month periods	**$400,000**
Contingency (10%)	**$60,000**
New Contract Total with Amendment One	**$10,260,000**

These prices are based on the General Services Administration (GSA) pricing schedule. Funding for this Amendment will be provided through the AFIS Special Revenue Fund. There is no net County cost for this Amendment.

CIO Concerns:

None.

CIO Recommendations:

My office supports this action and recommends approval by the Board.

CIO APPROVAL

Date Received: June 6, 2006

Prepared by:

Date: June 6, 2006

Approved:

Date: June 6, 2006

COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT

AMENDMENT NUMBER ONE TO AGREEMENT NUMBER 58958 BETWEEN NEC SOLUTIONS (AMERICA), INC. AND THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT FOR EQUIPMENT MAINTENANCE SERVICES

This Amendment Number One ("Amendment") is entered into by and between the County of Los Angeles (hereinafter "COUNTY") and NEC Solutions (America) Inc., a Delaware corporation (hereinafter "CONTRACTOR"), for equipment maintenance services, effective upon the Board's approval, based on the following recitals:

I. WHEREAS, on March 29, 1988, the COUNTY and CONTRACTOR entered into County Agreement No. 58958 (AGREEMENT) to provide maintenance services for the Automated Fingerprint Identification System (AFIS) equipment;

II. WHEREAS, the AGREEMENT has been automatically extended on a year-to-year basis, pursuant to Section 3, Term of the AGREEMENT, since the one-year base term expired in 1989;

III. WHEREAS, the COUNTY and the CONTRACTOR desire to update the AGREEMENT to revise the term; to introduce a maximum contract sum; to modify the Statement of Work; to update the Equipment Maintenance Price Schedule, and to include all standard County contract provisions that the Board adopted after the original Agreement was approved;

NOW THEREFORE, in consideration of the foregoing recitals and, all of which are incorporated as part of this AGREEMENT, COUNTY and CONTRACTOR hereby further agree to amend this AGREEMENT as follows:

1. Amendments to the Body of the AGREEMENT

A Section 1 DEFINITION

1.1.1 AFIS This Sub-Section is amended in its entirety to read: "AFIS shall mean the Los Angeles County Sheriff's Department's Automated Fingerprint Identification System, which is a computer-based system for reading, cataloging, and matching fingerprint images."

1.1.2 PREVENTIVE MAINTENANCE This Sub-Section is amended in its entirety to read: "Preventive Maintenance shall mean the level and frequency of maintenance performed by the CONTRACTOR sufficient to maintain the Covered System in a condition which shall ensure uninterrupted and continued functionality pursuant to County Agreement No. 58958."

1.1.3 WORK This Sub-Section is amended in its entirety to read: "Work shall mean the description of work stated in Section 36.0 (WORK)."

1.1.4 The following definitions are added after Sub-Section 1 H:

I Board of Supervisors shall refer to the legally governing body politic for the COUNTY of Los Angeles.

J CAL-ID shall mean the California Identification System which is the automated system maintained by the Department of Justice for retaining fingerprint files and identifying latent fingerprints, as defined in California Penal Code, Section 11112.1(a).

K Contract Sum shall mean the maximum monetary amount which may be paid by COUNTY to CONTRACTOR as set forth in Section 39.0 (Contract Sum).

L Covered System shall mean the hardware, software and communication components of the Latent AFIS system manufactured and/or installed by CONTRACTOR, pursuant to County Agreement No. 58958, which shall also include any additional hardware, software, and communication components that are incorporated into the Covered System as a result of any Preventive, Remedial, and/or Special Maintenance service of this present Agreement.

M Day(s) or days whether used with initial capitalization or not, whether singular or plural, shall mean calendar day(s) and not business day(s), unless otherwise expressly specified.

N Effective Date shall mean the date of approval and execution of this Amendment by the COUNTY's Board of Supervisors.

O End of Life shall mean the point at which CONTRACTOR and COUNTY, based on manufacturer recommendations, deems it is no longer practical to maintain the Covered System as defined in Section 1.1.4 J (Covered System).

P LACRIS "Los Angeles County Regional Identification System (LACRIS) shall mean an alliance of the Los Angeles County Criminal Justice Community responsible for maintaining identification systems and services with the COUNTY.

Q LASD shall refer to the Los Angeles County Sheriff's Department.

R RAN Board shall mean the Remote Access Network (RAN) Board, which is the governing body for the regional California Identification (CAL-ID) services.

S Remedial Maintenance shall mean the maintenance performed, pursuant to County Agreement No. 58958, by the CONTRACTOR of the Covered System, which is required by the deficiency of any process of Covered System or the deficiency of any component, hardware, or software composing the Covered System which impedes or disrupts uninterrupted and continued functionality of the Covered System.

T SHERIFF shall refer to the elected official for the Sheriff's Department.

U Special Maintenance shall mean any activities that are typically non-critical and are intended as enhancement(s), upgrades, system improvement item(s) or unusual occurrence(s) not otherwise covered under this Agreement which are outside the scope of Preventive and Remedial Maintenance activities. Special Maintenance is performed by CONTRACTOR, as required by the COUNTY, on an unscheduled basis. Special Maintenance may include system modifications required to maintain connectivity and communication with the California Department of Justice.

V System Deficiency and/or "System Deficiencies whether singular or plural, shall mean and include defect(s) in any of the services or the Covered System relating to design, materials, or workmanship; error(s); problem(s); omission(s); deviation(s) standards which result in the services or Covered System not performing pursuant to County Agreement No. 58958.

W Trouble Call for Remedial Maintenance shall mean any occurrence wherein COUNTY notifies CONTRACTOR of a System Deficiency.

B Section 3 TERM This Section is amended in its entirety to read:

"3.1 This AGREEMENT shall be deemed effective on the date of execution by the COUNTY's Board of Supervisors and shall continue for a period of one (1) year.

3.2 This AGREEMENT may be extended by mutual written consent of the parties for successive one (1) year periods up to two (2) years. The SHERIFF is delegated the authority to exercise and execute the extension options. Preliminary notice of the SHERIFF's intent to extend will be thirty (30) days prior to the expiration of the AGREEMENT . After the base term, COUNTY may terminate this AGREEMENT at any time upon ninety (90) days written notice.

3.3 CONTRACTOR shall notify COUNTY's Project Manager when this AGREEMENT is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, CONTRACTOR shall send written notification to COUNTY's Project Manager at the address provided in subsection 34.2.4."

C Section 13 PAYMENT This Section is amended in its entirety to read:

"13.1 CONTRACTOR will be paid for equipment maintenance services at the rates agreed to and as specified in Exhibit B (Equipment Maintenance Price Schedule).

13.2 The rates for equipment maintenance services shall be subject to change and will be adjusted annually at the rate of 3% per year pursuant to Exhibit B (Equipment Maintenance Price Schedule).

13.3 The COUNTY's Project Director, as representative of the SHERIFF, may add or delete Covered System items as specified in this Agreement by initiating a Change Notice, pursuant to subsection 38.1.2 and may determine, by mutual consent with CONTRACTOR, rates for added items. However, under no circumstances may COUNTY's Project Director or CONTRACTOR agree to rate increases which would exceed the Contract Sum and/or the amounts specified in subsection 39.1.1 of this Agreement.

13.4 The COUNTY's Project Director, as representative of the SHERIFF, may request that CONTRACTOR provide Special Maintenance as specified in this Agreement by initiating a Change Notice, pursuant to subsection 38.1.

D Section 17 WARRANTY This Section is amended in its entirety to read:

"17.1 Except as contained in this Agreement, there are no express or implied warranties, including but not limited to, the implied warranted of merchantability and fitness for a particular purpose.

17.2 CONTRACTOR warrants it shall promptly correct any and all defects, errors, or omissions in the tasks, deliverables, services,

and other work provided pursuant to this Agreement. The correction of all such defects, errors, or omissions shall be at no cost to COUNTY.

17.3 CONTRACTOR further warrants that:

1 CONTRACTOR shall strictly comply with the specifications, requirements, standards, and representations set forth in this AGREEMENT;

2. All tasks, deliverables, services, and other work shall be provided and/or performed in a timely and professional manner by qualified personnel. Time is of the essence for CONTRACTOR's performance under this AGREEMENT;

3. All tasks, deliverables, services, and other work shall be complete, uniform in appearance, and in accordance with generally applicable standards in the industry; and

4. All hardware/software components that may be provided under this Agreement for maintenance services shall perform according to the requirements set forth in the Statement of Work (Exhibit C) and in the documentation produced, due to modifications, enhancements, etc. pursuant thereto.

17.4 CONTRACTOR further warrants that all materials, documentation, Software, equipment, and or workmanship provided by CONTRACTOR shall be warranted for a period of ninety (90) days following acceptance by the COUNTY. During the warranty period, CONTRACTOR shall provide maintenance and repair services, including equipment replacement, at no cost to the COUNTY.

17.5 The warranties in this Section 17 are personal to COUNTY and may not be transferred. These warranties are contingent upon COUNTY's proper use of the System. The warranties shall not include repair or replacement due to defects or failures through no fault of CONTRACTOR resulting (1) from accident, neglect, or misuse, (2) from failure or defect of electrical power, external electrical circuitry, air conditioning or humidity control, (3) from the use of items not provided by CONTRACTOR, (4) from any party other than CONTRACTOR modifying, adjusting, repairing, or servicing the Equipment without CONTRACTOR's authorization.

17.6 Third Party Software

17.6.1 COUNTY acknowledges that it may have to execute certain third party license agreements in respect to third

party software. These third party license agreements shall be at no cost to COUNTY and shall include reasonable terms and conditions as determined by COUNTY. To the extent that any such third party license agreement conflicts with this AGREEMENT as it applies to COUNTY's right to use the third party software or modify the third party software, CONTRACTOR shall take all necessary action and pay all sums required to provide COUNTY will the rights to use and modify the third party software afforded by this AGREEMENT. CONTRACTOR warrants that whether or not such third party license agreements are required of COUNTY, COUNTY shall receive perpetual licenses of all third party software that shall allow use of the third party software in accordance with all of the terms and of this AGREEMENT.

17.6.2 CONTRACTOR represents and warrants that it has not modified and shall not modify, nor does CONTRACTOR have any need to modify, third party software in order for the Covered System to fully perform in accordance with all requirements of this AGREEMENT. CONTRACTOR represents and warrants that it does not have any license or other right to modify third party software and that third party software shall be provided to COUNTY in the same unmodified form as received by CONTRACTOR from the applicable third party. CONTRACTOR represents and warrants that third party software shall fully satisfy all requirements of the AGREEMENT without the need for any modification of third party software by CONTRACTOR or otherwise."

E Section 19 CONFLICT OF INTEREST This Section is amended in its entirety to read:

"19.1 No COUNTY employee whose position with COUNTY enables such employee to influence the award or conduct of this 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 this Agreement. No officer or employee of, nor any individual possessing any direct or indirect financial interest in CONTRACTOR, may in any way participate in COUNTY's approval or ongoing evaluation of such work, or in any way attempt to influence COUNTY's approval or ongoing evaluation of such work.

19.2 CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this AGREEMENT. CONTRACTOR warrants that it is not now aware of any facts which create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Section 19.0 shall be a material breach of this AGREEMENT."

F Section 27 AGREEMENT NOT TO COMPETE. This Section is amended in its entirety to read:

"27.1 Consideration of Hiring COUNTY Employees
Should CONTRACTOR require additional or replacement personnel after the Effective Date of this AGREEMENT to perform the services set forth herein, CONTRACTOR shall give first consideration for such employment openings to qualified permanent COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a re-employment list during the term of this AGREEMENT.

27.2 Prohibition Against Inducement or Persuasion
Notwithstanding the above, CONTRACTOR and COUNTY agree that, during the term of this Agreement and for a period of one year following its termination or expiration, neither party shall in any way induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists to any hiring initiated through a public announcement."

G Section 28 NOTICE TO PARTIES. This Section is amended in its entirety to read:

"All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or sent by prepaid first-class certified mail to the offices below. Addressees may be changed by either party upon ten (10) days prior written notice. COUNTY's Project Director may issue all notices or demands, which are required or permitted by COUNTY under this Agreement.

Notices to COUNTY shall be sent as follows:

County's Project Director
Larry Bryant, Lieutenant
Records and Identification Bureau
12440 E. Imperial Highway, Suite 400-W
Norwalk, California 90650

Notices to CONTRACTOR shall be sent as follows:

CONTRACTOR'S Project Manager
Neal Yahata
NEC Solutions (America), Inc.
10850 Gold Center Drive, Suite 200
Rancho Cordova, California 95670

A copy of each generated notice(s), either by COUNTY and/or CONTRACTOR, shall be sent to the Sheriff's Contract Unit, Attn: Contracts Manager, 4700 Ramona Boulevard, Monterey Park, California 91754."

H Section 31 WAIVER. This Section is amended in its entirety to read:

"No waiver by either party of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof."

I Deletions of Obsolete Sections

Sections 2, 5, 6, 7, 10, 11, 14, 15, 16, 18, 20, 21, 22, 24, 25, 26, 27, 32, and 33, which are obsolete, are deleted from the AGREEMENT.

2. Additional Sections added to the Body of the AGREEMENT

Sections 34 to 84 as listed in Exhibit A, are added to the Body of the AGREEMENT.

3. Amendments/Additions to Exhibits

Exhibits I and III, which are obsolete, are replaced by Exhibit B (Equipment Maintenance Price Schedule). Exhibit C (Statement of Work), Exhibit D (Contractor Employee Acknowledgement and Confidentiality Agreement), and Exhibit E (Contractor's Equal Employee Opportunity Certification) are added to the Body of the Agreement.

4. Applicable Documents

A. AGREEMENT

This Amendment Number One, along with the AGREEMENT, Exhibit II of the AGREEMENT (Preventive Maintenance Services) and Appendix A of the AGREEMENT (NEC Information Systems, Inc. AFIS Software License), and Exhibits A through E, 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." The AGREEMENT, amendment(s), and the Exhibits and Attachments constitute the complete and exclusive statement of understanding between the parties, and supersede all previous contracts, written and oral, and all communications between the parties relating to the subject matter of the AGREEMENT. No change to the AGREEMENT shall be valid unless prepared pursuant to Section 38.0 of Exhibit A (Change Notices and Amendments) and signed by both parties.

B. 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, deliverable, goods, service, or other Work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this Amendment Number One and then to the AGREEMENT and Exhibits and Appendices and any attachments thereto, according to the following priority:

1 EXHIBIT A: Additional Sections Added to the Body of the Agreement

2 AGREEMENT (adopted by the Board March 29, 1988)

3 APPENDIX A: NEC Information Systems, Inc. Software License

4 EXHIBIT B: Equipment Maintenance Price Schedule

5 EXHIBIT C: Statement of Work

6 EXHIBIT E: Contractor's EEO Certification

7 EXHIBIT D: Forms Required Before Contract Execution
Exhibit D-1, Contractor Employee Acknowledgment And Confidentiality Agreement
Exhibit D-2, Contractor Non-Employee Acknowledgment And Confidentiality Agreement

C. Construction

The words "herein", "hereof", and "hereunder" and words of similar import used in the AGREEMENT refer to the AGREEMENT, including all

amendments, 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 the 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

Except as expressly provided in this Amendment Number One, all other provisions, and conditions of the AGREEMENT shall remain the same and in full force and effect.

COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT
AMENDMENT NUMBER ONE TO AGREEMENT NUMBER 58958

CONTRACTOR and the person executing the Amendment on behalf of CONTRACTOR hereby represent and warrant that the person executing this Amendment Number One for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every item, condition, and obligation of the AGREEMENT and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Number One to be executed on its behalf by its duly authorized officers, effective upon the Board's approval.

THE COUNTY OF LOS ANGELES

By:_____
Mayor, County of Los Angeles

NEC SOLUTIONS (AMERICA) INC.

ATTEST:
SACHI A. HAMAI
Executive Officer/Clerk
Board of Supervisors

By: Barry Fisher

PRINT NAME: BARRY FISHER

By: _____
Deputy

TITLE: VP IOS

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By: G Gross
Gary Gross
Principal Deputy County Counsel

Date 5/30/06

COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT

EXHIBIT A OF AMENDMENT NUMBER 1 TO AGREEMENT NUMBER 58958
BETWEEN NEC SOLUTIONS (AMERICA), INC. AND
THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
FOR EQUIPMENT MAINTENANCE SERVICES

ADDITIONAL SECTIONS ADDED TO THE BODY OF THE AGREEMENT

34.0 ADMINISTRATION OF AGREEMENT - COUNTY

34.1 COUNTY's Project Director

34.1.1 COUNTY's Project Director shall be responsible for the overall administration of this Agreement, including keeping and updating all records relating thereto, and for resolving disputes between COUNTY and CONTRACTOR.

34.1.2 COUNTY's Project Director for this Agreement shall be the following person:

Larry Bryant, Lieutenant
Los Angeles County Sheriff's Department
Records and Identification Bureau
12440 E. Imperial Highway, Suite 400 West
Norwalk, CA 90650
Telephone: (562) 345-4319
Fax: (323) 415-3519
Email: CLBryant@lasd.org

COUNTY shall notify CONTRACTOR in writing of any change in the name or address of COUNTY's Project Director.

34.2 COUNTY's Project Manager/Task Supervisor

34.2.1 COUNTY's Project Manager shall be responsible for confirming that COUNTY technical standards and task requirements are satisfactorily complied with, by CONTRACTOR, and shall provide on request such information, coordination, documentation, and materials as may be reasonably required by CONTRACTOR to perform the Work hereunder.

34.2.2 COUNTY's Project Manager shall be responsible for coordinating and monitoring the work of CONTRACTOR's personnel assigned to this project, and for confirming that

this Agreement's objectives are met by CONTRACTOR. COUNTY's Project Manager shall also be responsible for:

1. Monitoring and reporting performance and progress of the project team;

2. Evaluating CONTRACTOR's technical performance;

3. Reviewing and approving project tasks, deliverables, services, and other work;

4. Coordinating with CONTRACTOR's Project Manager, on a regular basis, regarding the performance of CONTRACTOR's personnel on each particular task; and

1. Providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements.

34.2.3 COUNTY's Project Manager has full responsibility for ongoing approval of CONTRACTOR's personnel pursuant to subsection 35.3 (Approval of CONTRACTOR's Staff).

34.2.4 COUNTY's Project Manager for this Agreement shall be the following person, or designee:

Tom LaPisto, Sergeant
Los Angeles County Sheriff's Department
Records and Identification Bureau
12440 E. Imperial Highway, Suite 400-W
Norwalk, CA 90650
Telephone: (562) 465-7835
Fax: (562) 651-2571
Email: trlapist@lasd.org

34.3 COUNTY's Project Director and Project Manager are not authorized to make any changes in the Contract Sum, Period of Performance, or in the terms and conditions of this Agreement, except through formally prepared Changes and Amendments pursuant to Section 38.0 (Changes and Amendments).

35.0 ADMINISTRATION OF AGREEMENT - CONTRACTOR:

35.1 CONTRACTOR's Project Director

35.1.1 CONTRACTOR's Project Director shall be responsible for CONTRACTOR's

performance of all its tasks and ensuring CONTRACTOR's compliance with this Agreement.

35.1.2 CONTRACTOR's Project Director shall meet or confer with CONTRACTOR's Project Manager and COUNTY's Project Director on a regular basis.

35.1.3 CONTRACTOR's Project Director for this Agreement shall be the following person, or designee:

Tammy Coffey
NEC Solutions (America), Inc.
10850 Gold Center Drive, Suite 200
Rancho Cordova, CA 95670
Telephone No.: (310) 457-9495
Fax No.: (916) 463-7041
E-Mail: tammy.coffey@necsam.com

35.2 CONTRACTOR's Project Manager

35.2.1 CONTRACTOR's 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 Section 35.5 (Reporting by CONTRACTOR). Any issues, problems, or disputes which may arise and cannot be resolved by COUNTY's Project Manager or designee, may be reported by CONTRACTOR's Project Manager to COUNTY's Project Director.

35.2.2 CONTRACTOR's Project Manager shall coordinate with COUNTY's Project Manager, or designee, on a regular basis with respect to all Work being performed on active tasks and deliverables.

35.2.3 CONTRACTOR shall promptly notify COUNTY in writing of any change in the name or address of CONTRACTOR's Project Manager.

35.2.4 CONTRACTOR's Project Manager for this Agreement shall be the following person, or designee:

Neal Yahata
NEC Solutions (America), Inc.
10850 Gold Center Drive, Suite 200
Rancho Cordova, CA 95670
Telephone No.: (562) 807-0066
Fax No.: (916) 463-7041
Email: neal.yahata@necsam.com

35.3 Approval of CONTRACTOR's Staff

35.3.1 COUNTY's Project Manager has the absolute and ongoing right to approve or disapprove all of CONTRACTOR's staff performing work hereunder and any proposed changes in CONTRACTOR's staff, including, but not limited to, CONTRACTOR's Project Manager. After approval, COUNTY may disapprove CONTRACTOR's staff and may require replacement of such staff, as provided in Section 36.3 (Replacement of CONTRACTOR Personnel), upon reasonable cause as determined by COUNTY. Reasonable cause may include, but is not limited to, reasons such as change in project priorities, scope or cost, change in COUNTY policies, need for fewer or different staff, personnel difficulties, performance difficulties, perceived or actual conflicts of interest or other perceived or actual ethical, legal, or non-legal difficulties.

35.4 CONTRACTOR's Personnel Requirements

35.4.1 The Contractor shall submit to the County's Project Director, a current roster including all employees that are required to enter County facilities or other LACRIS members facilities to perform services under this Contract. The roster shall be kept current and up-dated by the Contractor as required. All personnel on the roster shall possess photo identification, and shall meet the County's requirements for admission into any Sheriff's Department or Probation Department custody facility.

35.4.2 All personnel employed by the Contractor that are required to enter County facilities, are required to undergo a background screening investigation.

35.4.3 The background investigation is conducted in two phases:

A. Phase 1 consists of a review of the applicant's "Entry Application for Custody Facility" form and a check of local law enforcement records.

B. Phase 2 consists of a fingerprint check with local law enforcement agencies, California Department of Justice, FBI, and National Crime Center.

35.4.4 Contractor applicants must successfully pass Phase 1 screening prior to commencing work under this Contract. Phase 1 and 2 clearances must be favorably completed before an employee can be granted full access to County's facilities under terms of this Contract. The County's Project Director will grant access via the application and orientation process.

35.4.5 The Contractor will only be notified of the final security determination of its personnel.

Specific details will remain confidential, and will not be provided.

35.4.6 The County will maintain information on Contractor's employees for safety and security purposes. Any additional information disclosed on any employee during the term of this Contract will be decided upon a case-by-case basis by the County's Project Director.

35.4.7 All Contractor personnel shall be required to safeguard all tools and test equipment in their possession, maintain a detailed written tool inventory and/or equipment and/or parts list, present the written tool inventory at Facility Control, and follow the established sign-in/sign-out procedures upon entry/exit from the facility.

35.4.8 The Contractor shall immediately notify the County's Project Manager regarding any employee re-assignment, discharge, or termination of employment, in order that they may be removed from the facility access roster. Contractor notifications regarding any such action shall be submitted verbally (within 24 hours), followed by written notification (within 5 business days). The Contractor shall also be required to provide written notification to the County's Project Director, no less than forty-eight (48) hours in advance, of its intent to bring visitor(s) to a County custodial or detention facility.

35.4.9 Violation of the above procedures may result in loss of Contractor's employee security clearance.

35.5 Reporting by CONTRACTOR

35.5.1 To control expenditures and to ensure the proper and timely reporting of all tasks, deliverables, services, and other work provided by CONTRACTOR, CONTRACTOR shall provide COUNTY's Project Manager, unless directed otherwise, with a written report on a monthly basis for all active projects and shall include the following information:

A. Overview of the reporting period and including issues resolved;

B. Services scheduled for the reporting period which were not completed;

C. Services scheduled for the reporting period which were completed;

D. Services scheduled to be completed in the next reporting period;

E. Issues to be resolved;

F. Any difficulties encountered by CONTRACTOR which could jeopardize the

completion of the deliverables within the schedule; and

G. Any other information, which COUNTY may from time-to-time require.

35.5.2 COUNTY's Project Manager shall monitor status reports. Any unresolved problems shall be reported to COUNTY's Project Director.

36.0 WORK

36.1 General Obligations of CONTRACTOR

36.1.1 Pursuant to the provisions of this Agreement, CONTRACTOR shall fully perform, complete and deliver on time all tasks, deliverables, services, and other work as set forth in Exhibit C (Statement of Work). Unless otherwise agreed in writing, and signed by both parties, all work shall be performed at work sites specified by COUNTY.

36.1.2 CONTRACTOR shall provide Preventive and Remedial Maintenance, set forth in Exhibit C (Statement of Work), at the monthly rates specified in Exhibit B (Equipment Maintenance Price Schedule). The funds required to pay for such maintenance fees during the term of this Agreement shall be drawn from the amount available for Preventive and Remedial Maintenance, pursuant to subsection 39.1.1 (Contract Sum, General), paragraph "A," and shall not exceed $600,000.

36.1.3 Upon CONTRACTOR's approval of COUNTY's written change notices executed by COUNTY's Project Director, pursuant to Subsection 38.1.2 (Changes and Amendments), CONTRACTOR shall also provide Special Maintenance as set forth in Exhibit C (Statement of Work). Special Maintenance services shall be billed at the standard rates specified in Exhibit B (Equipment Maintenance Price Schedule). The funds required to pay for such maintenance fees during the term of this AGREEMENT shall be drawn from the amount available for Special Maintenance pursuant to subsection 39.1.1 (Contract Sum, General), paragraph "B," and shall not exceed 10% of the Preventive and Remedial Maintenance cost or $60,000.

36.1.4 Notwithstanding the foregoing, or any other provision of this AGREEMENT to the contrary, either expressly or by implication, in no event shall any rate increase cause an increase in the Contract Sum.

36.1.5 Unless otherwise agreed in writing, and signed by both parties, services provided under this Section 36.0 (WORK) shall be provided during COUNTY's working hours specified in Exhibit C (Statement of Work). Access to COUNTY facilities required by CONTRACTOR at other times shall require advance written notice by CONTRACTOR and authorization by COUNTY's Project Manager.

36.1.6 If CONTRACTOR provides any tasks, deliverables, services, or other work, excluding any other work contracted for by the COUNTY to COUNTY, other than those

specified in Exhibit C (Statement of Work), and as originally written or modified under the authority of COUNTY, these shall be gratuitous efforts on the part of CONTRACTOR for which CONTRACTOR shall have no claim whatsoever against COUNTY.

36.2 Work Not Covered

36.2.1 Maintenance services provided under this Agreement shall not include:

A. Repair of System Deficiencies resulting from causes beyond the control of COUNTY and CONTRACTOR, such as acts of God;

B. Repair of defects in latent AFIS systems resulting from the use of storage media other than that recommended by CONTRACTOR. Such recommendations shall be provided to the County's Project Manager in writing by CONTRACTOR;

C. Repair of defects in the system resulting from COUNTY's neglect, misuse, or abuse of the system, including use of the system for purposes other than those for which it was designed;

D. Repair of defects in the system resulting from any adjustment, repair, maintenance, or alteration thereof by any person other than CONTRACTOR's personnel (except as provided in Section 37.0 (Maintenance Responsibility Of COUNTY) or otherwise specifically authorized by CONTRACTOR, or resulting from the attachment, addition, or connection of any other hardware or device to the AFIS system without the prior written consent of CONTRACTOR;

E. Reconfiguration of latent AFIS system, or transportation of the AFIS system to a new location specified by COUNTY;

F. Maintenance services requested by COUNTY to be performed outside the Period of Maintenance Coverage.

G. Electrical work external to the system;

H. Furnishing expendable supplies or accessories such as platens, toner cartridges, magnetic or digital tape, floppy discs, paper;

I. Painting or refurbishing the system; or

J. Repair of hardware or facilities other than the Covered System.

36.3 Replacement of CONTRACTOR Personnel

36.3.1 If CONTRACTOR wishes, or is obliged, to reassign any personnel from this project, CONTRACTOR shall furnish COUNTY's Project Manager with notice of such intention at the earliest possible time, and shall not effect any discretionary reassignment without the advance approval of COUNTY's Project Manager. COUNTY's approval shall not be unreasonably withheld. CONTRACTOR will use its best efforts to replace reassigned or terminated employees with at least equally qualified personnel within thirty (30) business days of such reassignment or termination.

36.3.2 CONTRACTOR shall promptly provide COUNTY with resume(s) of proposed replacement(s), and an opportunity to interview such person(s) prior to COUNTY's approval.

36.3.3 COUNTY's approval of proposed CONTRACTOR personnel may be contingent upon CONTRACTOR personnel passing a COUNTY performed security check or background investigation and fingerprint search due to the sensitive nature of certain COUNTY areas or activities. Unless otherwise specified, all CONTRACTOR and subcontractor personnel requiring access to GOVERNMENT facilities shall be required to pass an annual security check, background investigation, and fingerprint search. All security checks, background investigations, and fingerprint searches performed by COUNTY shall be at the COUNTY's cost.

36.4 Approval of CONTRACTOR's Work

36.4.1 All Work performed by and all invoices submitted by CONTRACTOR hereunder must receive the written approval of COUNTY's Project Manager, who shall be responsible for a detailed evaluation of CONTRACTOR's performance before approval of Work and/or payment of invoices is permitted. Approval of Work and all invoices shall be provided or denied in a timely manner and shall not be unreasonably withheld.

36.4.2 In the event quality/performance deficiencies by CONTRACTOR necessitate disapproval of Work, invoices, or time reports by COUNTY's Project Manager, COUNTY may pursue any and all remedies set forth in this Agreement or as otherwise provided by law.

36.5 Working Hours

For Work at any facility, designated by the COUNTY's Project Manager, CONTRACTOR services shall be provided during working hours specified in Exhibit C (Statement of Work), unless emergencies or specifically stated requirements dictate otherwise. CONTRACTOR personnel may be required to work more than forty hours in a given week to complete service requirements, however "overtime" or extra payments shall not be authorized. CONTRACTOR warrants and represents that it is an independent contractor and all personnel are FLSA-exempt professionals.

36.6 Work Locations

If deemed necessary by COUNTY's Project Manager, CONTRACTOR's personnel may be asked to work at any location where maintenance services are required for this AGREEMENT.

36.7 COUNTY Furnished Items

COUNTY may, where necessary and with the approval of COUNTY's Project Manager, furnish CONTRACTOR with software, related technical documentation, and use of facilities generally necessary for the work performance. All such items remain COUNTY property.

36.8 Transportation Expenses

CONTRACTOR shall be responsible for all transportation expenses, including but not limited to, all mileage and parking expenses for all of CONTRACTOR's Work under this Agreement. CONTRACTOR shall be responsible for maintaining approved auto liability insurance, pursuant to Sections 46.0 (INDEMINIFICATION AND INSURANCE REQUIREMENTS) AND 47.0 (INSURANCE COVERAGE REQUIREMENTS), and shall indemnify COUNTY for all damages, losses, and liabilities in connection with CONTRACTOR's personnel operating any vehicle on COUNTY approved business.

37.0 MAINTENANCE RESPONSIBILITY OF COUNTY

37.1 COUNTY shall notify CONTRACTOR as soon as reasonably practical upon discovery of System Deficiency and shall, subject to the COUNTY's security regulations, policies, and restrictions, permit CONTRACTOR's personnel prompt and free access to the system. Access to the system may be remote electronic access by off site CONTRACTOR's personnel. Such remote access shall be governed by the policies and procedures of the COUNTY regarding network and system security.

37.2 In the event of a System Deficiency, COUNTY personnel shall be available for consultation and to answer pertinent questions of a high priority basis.

37.3 All necessary reference manuals, sample data, source documents, definition of terms, exceptions, and other required information shall be supplied by COUNTY to CONTRACTOR.

37.4 COUNTY shall maintain the Covered System equipment in a clean and orderly fashion and within a clean office environment.

37.5 COUNTY personnel shall not attempt any repair or maintenance on the Covered System, other than that pursuant to subsection 37.4, unless previously agreed to in writing by both parties. COUNTY shall not make or allow any person other than CONTRACTOR's personnel to make any adjustment, repair, or maintenance of the Covered System hardware, or to relocate, modify, change, or connect said hardware to other hardware or devices supplied by any person other than CONTRACTOR without prior written permission of CONTRACTOR.

37.6 The COUNTY shall have the following responsibilities associated with Software Support provided under Exhibit C (Statement of Work), Section 5.0 (Software Support):

37.6.1 Upon detection of any error in the Software, COUNTY, as requested by CONTRACTOR, agrees to provide CONTRACTOR a listing of output and any other data, including databases and backup systems, that CONTRACTOR reasonably shall request in order to reproduce operating conditions similar to those present when the error occurred.

37.6.2 COUNTY agrees to maintain software at the most current revision level required by the California Department of Justice.

37.6.3 COUNTY shall not sell, lease, transfer, copy, reverse engineer, de-compile, disassemble, translate, or otherwise alter or modify the software unless specifically authorized by the prior written consent of CONTRACTOR.

37.7 COUNTY shall provide CONTRACTOR with an on-site storage and work area reasonably adjacent to the Covered System at no charge to CONTRACTOR. CONTRACTOR shall supply storage cabinets, manual racks, and other related field engineering materials, devices, and aids necessary to maintain the system in good working order.

37.8 COUNTY shall provide a mutually acceptable time(s) for CONTRACTOR to implement modifications after reasonable notification by CONTRACTOR that such time is required.

38.0 CHANGES AND AMENDMENTS

38.1 Amendments

38.1.1 For any change which affects the scope of work, period of performance, payments, Contract Sum, and/or any term or condition included in this Agreement, a negotiated

Amendment to this Agreement must be approved and executed by the CONTRACTOR and COUNTY's Board of Supervisors to be enforceable.

38.1.2 For any change which does not affect the scope of work, period of performance payments, or any rights or obligations of this Agreement, including authorization of Special Maintenance as stated in Subsection 36.1.3 (Work), a Change Notice shall be prepared and executed by COUNTY's Project Director and CONTRACTOR's Project Manager, upon approval of County Counsel.

38.1.3 Notwithstanding any other provisions of this Section 38.0, to the extent that extensions of time for CONTRACTOR performance do not impact either the scope of work or cost of this Agreement, COUNTY's Project Director or designee may, in his sole discretion, grant CONTRACTOR's no-cost extensions of time, provided that the aggregate of all such extensions during the term of this Agreement shall not exceed ninety (90) days. CONTRACTOR agrees that such extensions shall not change any other term or condition of this Agreement during the period of such extensions.

38.1.4 The SHERIFF may, with the consent of the CONTRACTOR, authorize extensions of time pursuant to subsection 3.2. The CONTRACTOR agrees that such extensions of time shall not change any other term or condition of this Agreement during the period of such extensions. To implement an extension of time, an Amendment to the AGREEMENT shall be prepared and executed by the CONTRACTOR and Sheriff.

38.2 Facsimile Signatures Acceptable

COUNTY and CONTRACTOR hereby agree to regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on documents prepared pursuant to this Agreement and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to such documents, such that the parties need not follow up facsimile transmissions of such documents with subsequent, non-facsimile transmission of "original" versions of such documents.

39.0 CONTRACT SUM

39.1 General

39.1.1 Notwithstanding any provision to the contrary, either expressly or by implication, the maximum amount payable by COUNTY to CONTRACTOR for performing and providing all tasks, deliverables, goods, services, and/or any other consideration, and any applicable taxes and/or other expenses, for the duration of this Agreement, including any extensions thereof, shall not exceed a total of six hundred and sixty

thousand dollars ($660,000) which is referred throughout as the "Contract Sum." The Contract Sum shall be proportioned in the following manner:

A. $600,000 shall be for Preventive and Remedial Maintenance of the Covered System.

B. $60,000 shall be for Special Maintenance of the Covered System.

39.1.2 Any proposed increase in the Contract Sum must be approved by the RAN Board and the COUNTY Board of Supervisors. All Preventive/Remedial Maintenance work of the Covered System provided by CONTRACTOR must be approved in writing by COUNTY's Project Manager. All Special Maintenance work of the Covered System provided by CONTRACTOR must be approved in writing by COUNTY's Project Director and CONTRACTOR's Project Director pursuant to subsection 38.1.2.

39.1.3 If COUNTY's Project Director or COUNTY's Project Manager does not approve of any work in writing, no payment shall be due to CONTRACTOR for that work. The CONTRACTOR shall be under no obligation to perform any work that is not approved in writing by the COUNTY's Project Director or COUNTY's Project Manager.

39.1.4 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total Contract Sum authorization under this Agreement. Upon occurrence of this event, CONTRACTOR shall send written notification to COUNTY'S Project Manager at the address provided in subsection 34.2.4.

39.1.5 CONTRACTOR will not be paid for any expenditures and/or services beyond the amounts authorized under this Agreement.

39.2 CONTRACTOR Liability for Taxes

CONTRACTOR shall pay any and all taxes as are now in effect or shall hereafter be imposed or levied that may be applicable to this Agreement or any of the work performed hereunder, including, but not limited to, payroll, income, sales, and social security taxes. In no event shall such obligation(s) and/or payment(s) increase the Contract Sum.

39.3 No Payment for Services Provided Following Expiration/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 after the expiration or other termination of this Agreement. Should CONTRACTOR

receive any such payment, it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Agreement shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Agreement.

40.0 INVOICES AND PAYMENTS

40.1 For providing the tasks, deliverables, services, and other work under this Agreement, CONTRACTOR shall separately invoice COUNTY for each deliverable. Charges for services shall be invoiced, under this Agreement, by CONTRACTOR thirty (30) days in arrears. Each invoice shall indicate the following:

1. The identifying COUNTY number of this Agreement;

2. Description of the deliverable provided for which payment is claimed;

3. Description of equipment item maintained that shall include the model number and serial number;

4. Beginning and ending dates of the billing period;

5. Copy of written approval of deliverable by COUNTY's Project Manager.

40.2 COUNTY shall not pay CONTRACTOR for any amounts not specified in Exhibit B (Equipment Maintenance Price Schedule).

40.3 CONTRACTOR shall submit all approved invoices under this Agreement to the following address, unless otherwise specifically set forth in writing:

Original to: Sheriff's Project Director
Larry Bryant, Lieutenant
Records and Identification Bureau
12440 East Imperial Highway, Suite 400
Norwalk, CA 90650

Copy to: Sheriff's Headquarters
Fiscal Administration-Special Fund Accounting
4700 Ramona Boulevard, Room 310
Monterey Park, CA 91754-2169

40.4 Payment for all completed work shall be contingent upon COUNTY's Project Director's approval of the copy of an itemized invoice and forwarding of approved

invoice copy to Fiscal Administration prior to any payment. Approval for payment will be given promptly for accepted work, and in the absence of irregularities, payment should be made no later than thirty (30) days following receipt of invoice.

40.5 COUNTY shall not be responsible for invoice payments, if any invoice is received later than sixty (60) days after the date of services.

41.0 DISPUTES

41.1 CONTRACTOR and COUNTY agree to act promptly and diligently to mutually resolve any disputes, which may arise with respect to this Agreement. All such disputes shall be subject to the provisions of this Section 41.0.

41.2 CONTRACTOR and COUNTY agree that the existence and details of a dispute, notwithstanding both parties, shall continue without delay their performance hereunder. COUNTY shall continue to pay sums not in dispute, during such period of continued performance.

41.3 If CONTRACTOR fails to continue without delay its performance hereunder which the COUNTY's Project Director and CONTRACTOR's Project Director mutually agree 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, or COUNTY may deduct all such additional costs from any amounts due to CONTRACTOR from COUNTY, whether under this Agreement or otherwise.

41.4 If COUNTY fails to continue without delay to perform its responsibilities under this Agreement which COUNTY 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 written approval of such costs by COUNTY.

41.5 In the event of any dispute between the parties with respect to this Agreement, CONTRACTOR and COUNTY shall submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.

41.6 In the event that the Project Managers are unable to resolve the dispute within a reasonable time not to exceed five (5) working days from the date of submission of

the dispute to them, then the matter shall be immediately submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.

41.7 In the event that the Project Directors are unable to resolve the dispute within a reasonable time, not to exceed five (5) working days from the date of submission of the dispute to them, then the matter shall be immediately submitted to CONTRACTOR's Vice President and SHERIFF's Technical Services Division Commander for further consideration and discussion to attempt to resolve the dispute.

41.8 In the event that the CONTRACTOR's Vice President, and SHERIFF's Technical Services Commander are unable to resolve the dispute within a reasonable time not to exceed five (5) working days from the date of submission of the dispute to them, then the matter shall be immediately submitted to CONTRACTOR's President and to the Sheriff's Technical Services Division Chief for further consideration and discussion to attempt to resolve the dispute.

41.9 All disputes utilizing this dispute resolution procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes at all levels described in this Section 41.0. The efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting, by telephone, or in writing by exchange of correspondence.

41.10 Notwithstanding any other provision of this Agreement, COUNTY's right to terminate this Agreement pursuant to Section 65.0 (Termination for Insolvency), Section 66.0 (Termination for Default), Section 67.0 (Termination for Convenience), or any other termination provision hereunder, and COUNTY's right to seek injunctive relief to enforce the provisions of Exhibit D1 (CONTRACTOR Employee Acknowledgment and Confidentiality Agreement) shall not be subjected to this Section 41.0. The preceding sentence is intended only as a clarification of COUNTY's rights and shall not be deemed to impair any CONTRACTOR's rights to assert such claims after any such termination or such injunctive relief has been obtained.

42.0 ASSIGNMENT AND DELEGATION

42.1 CONTRACTOR shall not assign any of its rights and/or delegate any of its duties under this Agreement, either in whole or in part, without the prior express written consent of COUNTY's Project Director. Any unapproved assignment or delegation shall be null and void. Any payments by COUNTY to any approved delegate or assignee on any claim under this Agreement shall be subject to setoff, recoupment,

or other reduction for any claim which CONTRACTOR may have against COUNTY.

42.2 If 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, may result in the termination of this Contract.

43.0 WARRANTY AGAINST CONTINGENT FEES

43.1 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this 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.

43.2 For breach of this warranty, COUNTY shall have the right to terminate this Agreement, and in its sole discretion, deduct or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee from any deliverable price or other consideration payable.

44.0 INDEPENDENT CONTRACTOR STATUS

44.1 This 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 are not the employees or agents of the other party for any purpose whatsoever. CONTRACTOR shall function as, and in all respects is, an independent CONTRACTOR.

44.2 CONTRACTOR shall be solely liable and responsible for providing all compensation and benefits to, or on behalf of, all persons performing work pursuant to this Agreement. 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.

44.3 CONTRACTOR understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of worker's compensation liability, solely employees of CONTRACTOR and not employees of COUNTY. CONTRACTOR shall be solely liable and responsible for furnishing any and all worker's 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 hereunder.

44.4 CONTRACTOR shall provide to COUNTY an executed CONTRACTOR Employee Acknowledgment and Confidentiality Agreement (Exhibit D) for each of its employees performing work services under this Agreement. Such Agreements shall be delivered to Records and Identification Bureau, Project Manager, 12440 E. Imperial Highway, Suite 400, Norwalk, California, 90650 no later than the date each CONTRACTOR's employee(s) first performs work under this Agreement.

44.5 The employees and agents of CONTRACTOR shall, while on the premises of COUNTY, comply with all rules and regulations of the premises, including but not limited to, security requirements.

45.0 SUBCONTRACTING

45.1 COUNTY, in its sole discretion, may permit certain subcontracting, but no requirements of this Agreement may be subcontracted by CONTRACTOR without the advance written approval of COUNTY's Project Director as provided in this Section. Any attempt by CONTRACTOR to subcontract without the prior consent of COUNTY shall be deemed a material breach of this Agreement, upon which COUNTY may terminate or suspend this Agreement.

45.2 If CONTRACTOR desires to subcontract, CONTRACTOR shall provide, in writing, the following information to COUNTY:

1. Description of the work to be performed by the subcontractor;

2. A draft copy of the proposed subcontract, which must contain, at a minimum, all provisions of a COUNTY-approved subcontract (subcontract provisions will be supplied upon request); and

3. Other pertinent information and/or certifications requested by COUNTY.

45.3 CONTRACTOR shall indemnify, defend, and hold harmless the COUNTY from and against any and all liability, of any nature, arising from and/or relating to the act(s) and/or omission(s) of any subcontractor.

45.4 CONTRACTOR shall remain fully responsible for all performances required of it under this Agreement, including those which CONTRACTOR has determined to subcontract, notwithstanding COUNTY's approval of CONTRACTOR's proposed subcontract.

45.5 COUNTY's consent to subcontract shall not waive COUNTY's right to prior and continuing approval of any and all personnel, including subcontractor's employees, providing services under this Agreement. CONTRACTOR is responsible to notify its subcontractors of this COUNTY right.

45.6 COUNTY's Project Manager is authorized to act for and on behalf of COUNTY with respect to approval of any subcontracting and subcontractor employees.

45.7 CONTRACTOR shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding COUNTY's consent to subcontract.

45.8 CONTRACTOR shall deliver to COUNTY's Project Director a fully executed copy of each subcontract entered into by CONTRACTOR before any work may be performed under such subcontract.

45.9 CONTRACTOR shall obtain both of the following from each approved subcontractor:

1. An executed CONTRACTOR Employee Acknowledgment and Confidentiality Agreement (Exhibit D) for each subcontractor employee approved to perform work hereunder; and

2. Certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required of CONTRACTOR pursuant to Section 47.0 (Insurance Coverage Requirements).

45.10 CONTRACTOR shall ensure delivery of all such documents to COUNTY's Project Director before any subcontractor employee may perform any work hereunder.

46.0 INDEMNIFICATION AND INSURANCE REQUIREMENTS

46.1 Indemnification

Not withstanding any provision of this Agreement to the contrary, either expressly or by implication, CONTRACTOR shall indemnify, defend, and hold harmless COUNTY and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees) arising from and/or related to any acts and/or omission(s) of CONTRACTOR and/or any Subcontractor.

46.2 General Insurance Requirements

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

Such insurance shall be preliminary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY, provided claims that give rise are from the CONTRACTOR's alleged or actual negligence and arising out of operations performed by COUNTY.

46.2.1 Evidence of Insurance

Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to County of Los Angeles Sheriff's Department, 4700 Ramona Boulevard, Monterey Park, California, 91754, Attention: Mr. Joe Cruz, Contracts Administration Unit, Room 214, prior to commencing services under this Agreement. Such certificates or other evidence shall:

A Specifically identify this Agreement,

B Clearly evidence all coverages required in this Agreement,

C Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance,

D Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement, and

E Identify any deductibles or self-insured retentions for COUNTY's approval. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administration, and

legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

46.2.2 Insurer Financial Ratings

Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.

46.2.3 Failure to Maintain Coverage

Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the contract upon which COUNTY may immediately terminate or suspend this Agreement. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.

46.2.4 Notification of Incidents, Claims, or Suits

CONTRACTOR shall report to COUNTY:

A. any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence.

B. any third party claim or lawsuit filed against CONTRACTOR arising from, or related to, services performed by CONTRACTOR under this Agreement.

C. any injury to a CONTRACTOR employee which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the COUNTY's Project Manager.

D. any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies, or securities entrusted to CONTRACTOR under the terms of this Agreement.

46.2.5 Compensation for County Costs

In the event that CONTRACTOR fails to comply with any of the indemnification or

insurance requirements of this Agreement, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

46.2.6 Insurance Coverage Requirements for Subcontractors

CONTRACTOR shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

A. CONTRACTOR providing evidence of insurance covering the activities of sub-contractors, or

B. CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

47.0 INSURANCE COVERAGE REQUIREMENTS

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

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

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

47.3 Worker's Compensation and Employer's Liability insurance providing worker's compensation benefits, as required by the Labor Code of the State of California, or by any other state, and for which CONTRACTOR is responsible.

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

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

48.0 RECORDS AND AUDITS

48.1 CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. CONTRACTOR agrees that COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, time cards, and other employment records and proprietary data and information, shall be kept and maintained by CONTRACTOR and shall be made available to COUNTY during the term of this Agreement and for a period of four 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 COUNTY's option, CONTRACTOR shall pay COUNTY for travel, per diem, and other costs incurred by COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

48.2 In the event that an audit is conducted of CONTRACTOR specifically regarding this Agreement by any Federal or State auditor, or by any auditor employed by CONTRACTOR, then CONTRACTOR shall file a copy of such audit report with COUNTY's Auditor-Controller within thirty (30) days of CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law. COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

48.3 Failure on the part of CONTRACTOR to comply with the provisions of this Section 48.0 shall constitute a material breach of this Agreement upon which COUNTY may terminate or suspend this Agreement.

48.4 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Contract.

49.0 PUBLICITY

CONTRACTOR shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided herein or required by law. However, 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 this Agreement, with the following conditions:

1. CONTRACTOR shall develop all publicity material in a professional manner.

2. During the term of this Agreement, CONTRACTOR shall not, nor authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of COUNTY without the prior written consent of COUNTY's Project Director. COUNTY shall not unreasonably withhold written consent, and approval by COUNTY may be assumed in the event no adverse comments are received in writing within two weeks after submittal of written request for such consent.

3. CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Section 49.0 shall apply.

50.0 PATENT, COPYRIGHT, AND TRADE SECRET INDEMNIFICATION

50.1 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY from and against any and all liability, including, but not limited to, any demand, claim, action, proceeding, damage, fee, cost, and/or expense, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of CONTRACTOR's work under this Agreement. COUNTY shall inform CONTRACTOR as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support CONTRACTOR's defense and settlement thereof.

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

1. Procure for COUNTY all rights to continued use of the questioned equipment, part, or software product; or

2. Replace the questioned equipment, part, or software product with a non-questioned item; or

3. Modify the questioned equipment, part, or software so that it is free of

claims.

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

51.0 PROPRIETARY CONSIDERATIONS

51.1 For purposes of this Agreement, COUNTY's "Confidential Information" means any data or information, whether oral, written and/or electronic, whether marked as confidential or proprietary or not, that relates to Sheriff data and/or fingerprint identification data, including but not limited to demographic and arrest data, together with such other information and/or data as may be designated in writing or marked as confidential by the COUNTY.

51.2 Confidential Information will not be deemed to include information that (a) is publicly available or in the public domain at the time disclosed; (b) is or becomes publicly available or enters the public domain through no fault or direct or indirect actions of CONTRACTOR; or (c) is already in CONTRACTOR's possession free of any confidentiality obligations with respect thereto at the time of disclosure; or (d) is approved for release or disclosure by COUNTY without restriction.

51.3 CONTRACTOR shall ensure, during the Term and perpetually thereafter, that Confidential Information will be protected from disclosure to anyone other than the employees of CONTRACTOR and Subcontractors who need to have access to such information to perform obligations and authorized activities under this Agreement. CONTRACTOR represents and warrants that it currently has, and in the future will maintain in effect and enforce, rules and policies to protect against access to or use of disclosure of Confidential Information other than in accordance with this Agreement, including, without limitation, written instruction to and agreements with employees and agents to ensure that such employees and agents protect the confidentiality of Confidential Information in the form of an executed Contractor Employee Acknowledgment and Confidentiality Agreement (Exhibit D) for all employees performing work under this Agreement.

51.4 CONTRACTOR expressly will instruct its employees and agents not to disclose Confidential Information to third parties, including, without limitation, customers, Subcontractors, or consultants. CONTRACTOR, at its own expense, will take all steps, including, without limitation, the initiation and prosecution of actions at law or in equity, necessary or appropriate to prevent use or disclosure, and upon any unauthorized disclosure further unauthorized disclosure, or use of any Confidential

Information received or obtained by it except as expressly permitted by the terms of this Agreement. CONTRACTOR will not make any use whatsoever at any time of COUNTY's Confidential Information except as expressly authorized in this Agreement, and CONTRACTOR will notify COUNTY immediately of any unauthorized disclosure or use, and will cooperate with County to protect all proprietary rights in and ownership of COUNTY's Confidential Information.

51.5 To the extent required by applicable law, or by lawful order or requirement of a court or governmental authority having competent jurisdiction over CONTRACTOR, CONTRACTOR may disclose Confidential Information, in accordance with such law or order or requirement, subject to the following conditions: As soon as possible after becoming aware of such law, order, or requirement and prior to disclosing Confidential Information, CONTRACTOR will provide COUNTY notice not less than five (5) business days prior to the required disclosure. CONTRACTOR will use reasonable efforts not to release Confidential Information, pending the outcome of any measures taken by the COUNTY to contest, otherwise oppose, or seek to limit such disclosure by CONTRACTOR and any subsequent disclosure or use of Confidential Information that may result from such disclosure. CONTRACTOR will cooperate with the COUNTY regarding such measures. Notwithstanding any such disclosure, CONTRACTOR will not affect its obligations hereunder with respect to Confidential Information so disclosed.

51.6 Without limiting any other warranty or obligation of CONTRACTOR under this Agreement, during the term of this Agreement, and thereafter in perpetuity, CONTRACTOR will not gather, store, or use any COUNTY Confidential Information in any manner, and will not disclose, distribute, sell, share, rent, or otherwise transfer any COUNTY Confidential Information to any third party, except as expressly provided in this Agreement. CONTRACTOR represents, covenants, and warrants that CONTRACTOR will use COUNTY Confidential Information only in compliance with (i) this Agreement; (ii) COUNTY's reasonable privacy policies; and (iii) all applicable laws, policies, and regulations (including, but not limited to, applicable laws, policies, and regulations related to spamming, privacy, and consumer protection). CONTRACTOR hereby agrees to indemnify and hold harmless COUNTY and its affiliates from and against any and all damages, losses, liabilities, settlements, and expenses (including, without limitation, costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the warranty set forth in the previous sentence.

51.7 CONTRACTOR will maintain and enforce safety and physical security procedures with respect to its access and maintenance of COUNTY's Confidential Information that are (a) at least equal to industry standards for such types of locations; (b) in accordance with COUNTY's reasonable security requirements; and (c) which provide

reasonably appropriate technical and organizational safeguards against accidental or unlawful destruction, loss, alteration, or unauthorized disclosure or access of COUNTY Confidential Information and all other data owned by COUNTY and accessible by CONTRACTOR under this Agreement. Without limiting the generality of the foregoing, CONTRACTOR will take all reasonable measures to secure and defend its location and equipment against "hackers" and others who may seek, without authorization, to modify or access CONTRACTOR systems or the information found therein without the consent of COUNTY. CONTRACTOR will periodically test its systems for potential areas where security could be breached. CONTRACTOR will report to COUNTY immediately any breaches of security or unauthorized access to CONTRACTOR's systems that CONTRACTOR detects or becomes aware of. CONTRACTOR will use diligent efforts to remedy such breach of security or unauthorized access in a timely manner.

51.8 All COUNTY Confidential Information must be stored in a physically and logically secure environment that protects it from unauthorized access, modification, theft, misuse, and destruction. In addition, the general standards set forth above, CONTRACTOR will maintain an adequate level of physical security controls over its facility, including, but not limited to, appropriate alarm systems, fire suppression, access controls (including off-hour controls) which may include visitor access procedures, security, guard force, video surveillance, and staff egress searches. Further, CONTRACTOR will maintain an adequate level of data security controls, including, but not limited to, logical access controls, including user sign-in identification and authentication, data access controls (e.g., password protection of CONTRACTOR's applications, data files, and libraries), accountability tracking, anti-virus software, secured printers, restricted download to disk capability, and provision for system backup.

51.9 During the Term, COUNTY or its third party designee may, but is not obligated to, perform audits of CONTRACTOR's environment, including unannounced penetration and security tests, as it relates to the receipt, maintenance, use, or retention of COUNTY Confidential Information. Any of COUNTY's regulators shall have the same right upon request. CONTRACTOR agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable time frames.

51.10 CONTRACTOR shall not reproduce, distribute, or disclose to any person or entity any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness, or problem regarding data security in COUNTY's computer system, or to any safeguard, countermeasure, or contingency plan, policy, or procedures for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent. CONTRACTOR shall provide to COUNTY an executed CONTRACTOR

Employee Acknowledgment and Confidentiality Agreement (Exhibit D) for each of its employees and subcontractors having access to COUNTY Confidential Information. Such Agreements shall be delivered to County's Project Director on or before the Effective Date, and thereafter, from time to time prior to any additional personnel having access to COUNTY materials, data, and information.

51.11 Any and all materials which are developed, or were 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 County's Program Director as proprietary or confidential, and shall be plainly and prominently marked by CONTRACTOR as "PROPRIETARY" or "CONFIDENTIAL."

51.12 COUNTY agrees not to reproduce, distribute, or disclose to non-COUNTY entities (other than outside counsel or consultants subject to non-disclosure agreements) CONTRACTOR's proprietary and confidential material without the prior written permission of CONTRACTOR, or as required by law, or pursuant to Section 41.0 (Disputes).

51.13 Notwithstanding any other provision of this Agreement, County shall not be obligated in any way under this Agreement for:

1 Any of CONTRACTOR's proprietary and/or confidential materials not plainly and prominently marked with restrictive legends required pursuant to subsection 51.11; or

2 Any disclosure of any materials which COUNTY is required to make under the California Public Records Act, or as otherwise required by law, rule, or regulation.

52.0 COMPLIANCE WITH APPLICABLE LAWS

52.1 CONTRACTOR shall comply with all applicable Federal, State, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

52.2 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY from and against any and all liability, including, but not limited to, any damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of CONTRACTOR, its employees, agents, or subcontractors of any such laws, rules, regulations, and ordinances.

53.0 FAIR LABOR STANDARDS

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

54.0 NON-DISCRIMINATION IN EMPLOYMENT

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

54.2 CONTRACTOR shall certify to, and comply with, the provisions of Exhibit E (CONTRACTOR's Equal Employer Opportunity Certification).

54.3 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, but is not limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship.

54.4 CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders, or contractors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap.

54.5 CONTRACTOR certifies that it is in compliance with all Federal, State, and local laws, including, but not limited to:

Title VI, Civil Rights Act of 1964;
Section 504, Rehabilitation Act of 1973;
Age Discrimination Act of 1975;
Title IX, Education Amendments of 1973, as applicable; and
Title 43, Part 17, Code of Federal Regulations, Subparts A & B

and that CONTRACTOR shall subject no person, on the grounds of race, creed, color, national origin, political affiliation, marital status, sex, age, or handicap to discrimination as to any privileges or uses granted by this Agreement or under any project, program, or activity supported by this Agreement.

54.6 CONTRACTOR shall allow COUNTY representatives access to its employment records during regular business hours to verify compliance with the provisions of this Section 54.0 when so requested by COUNTY.

54.7 If any of the provisions of this Section 54.0 is violated, such violation shall constitute a material breach of this Agreement upon which COUNTY may terminate or suspend this Agreement. While COUNTY reserves the right to determine independently that the anti-discrimination provisions of this 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, shall constitute a finding by COUNTY that CONTRACTOR has violated the anti-discrimination provisions of this Agreement.

54.8 The parties agree that in the event CONTRACTOR violates the anti-discrimination provisions of this Agreement, COUNTY shall, at its option, be entitled to the sum of five thousand dollars ($5,000) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

55.0 EMPLOYMENT ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it fully complies with all Federal statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal statutes and regulations. CONTRACTOR shall obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for the period prescribed by law. CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers and employees from and against any employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder.

56.0 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

1. Jury Service Program

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

2. Written Employee Jury Service Policy

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

2. For purposes of this subsection, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) 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 the COUNTY under the Agreement, the subcontractor shall also be subject to the provisions of this subsection. The provisions of this subsection shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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. The COUNTY may also require, at any time during the Agreement and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.

4. CONTRACTOR's violation of this subsection of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Agreement and/or bar CONTRACTOR from the award of future COUNTY agreements for a period of time consistent with the seriousness of the breach.

57.0 RECYCLED BOND PAPER

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

58.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR shall notify and provide its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrendered a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

59.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY Contractors to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The CONTRACTOR will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used.

60.0 VALIDITY

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

61.0 PUBLIC RECORDS ACT

61.1 Any documents submitted by CONTRACTOR; all information obtained in connection with the COUNTY's right to audit and inspect CONTRACTOR's documents, books, and accounting records pursuant to subsection 48.0 of this Agreement become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) which are marked "trade secret," "confidential," or "proprietary." The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

62.0 GOVERNING LAW, JURISDICTION, AND VENUE

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

63.0 SEVERABILITY

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

64.0 TERMINATION FOR GRATUITIES

COUNTY may, by written notice to CONTRACTOR, terminate the right of CONTRACTOR to proceed under this Agreement upon one 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.

65.0 TERMINATION FOR INSOLVENCY

65.1 COUNTY may terminate this Agreement forthwith in the event of the occurrence of any of the following events of insolvency:

1. If CONTRACTOR has ceased to pay its debts for at least sixty days in the ordinary course of business, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not CONTRACTOR is insolvent within the meaning of such laws;

2. The filing of a voluntary or involuntary petition the Federal Bankruptcy Code with CONTRACTOR as debtor thereunder;

3. The appointment of a Receiver or Trustee for CONTRACTOR; or

4. The execution by CONTRACTOR of a general assignment for the benefit of creditors.

65.2 The rights and remedies of COUNTY provided in this Section 65.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

66.0 TERMINATION FOR DEFAULT

66.1 COUNTY may, by written notice to CONTRACTOR, terminate the whole or any part of this Agreement if, in the judgment of COUNTY's Project Director:

1. CONTRACTOR has materially breached this Agreement as elsewhere provided herein; or

2. CONTRACTOR fails to timely provide and/or satisfactorily perform any task,

deliverable service, or other work required under this Agreement; or

3. CONTRACTOR fails to demonstrate a high probability of timely fulfillment of the performance requirements under this Agreement, or of any obligations of this Agreement, and in either case, fails to demonstrate convincing progress toward a cure within thirty (30) days (or such longer period as COUNTY may authorize in writing) after receipt of written notice from COUNTY specifying such failure.

66.2 In the event that COUNTY terminates this Agreement in whole or in part as provided in subsection 66.1, COUNTY may procure, upon commercially reasonable terms consistent with COUNTY procurement policies, goods, and/or services comparable to those so terminated, and CONTRACTOR shall be liable to COUNTY for any and all excess costs (i.e., re-procurement, project delay, higher CONTRACTOR prices, etc.) incurred by COUNTY, as determined by COUNTY, in accordance with State law, for acquiring such comparable goods and/or services. CONTRACTOR shall continue the performance of this Agreement to the extent not terminated under the provisions of this Section 66.0.

66.3 Except with respect to defaults of any subcontractor, CONTRACTOR shall not be liable for any excess costs of the type identified in subsection 66.2 if its failure to perform under this Agreement arises from force majeure, i.e., causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes include, but are not necessarily limited to: acts of God or of the public enemy, acts of COUNTY in either its sovereign or contractual capacity, acts of Federal or State Governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, power surges; but in every case, the failure to perform must be beyond the control and without the 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 control of both CONTRACTOR and subcontractor, and without the fault or negligence of either, 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. As used in this subsection 66.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

66.4 If, after COUNTY has given Notice of Termination under the provisions of this Section 66.0, it is determined by COUNTY that CONTRACTOR was not in default under these provisions, or that the default was excusable under these provisions, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to Section 67.0 (Termination for Convenience).

66.5 The rights and remedies of COUNTY and CONTRACTOR provided in this Section 66.0 are non-exclusive and cumulative with all other rights and/or remedies elsewhere in this Agreement, at law, and/or in equity.

67.0 TERMINATION FOR CONVENIENCE

67.1 The COUNTY may terminate this Agreement in whole or in part when such action is deemed by COUNTY to be in its best interest. 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, which shall be no less than ten (10) days after the notice is sent.

67.2 After receipt of a Notice of Termination, and except as otherwise directed by COUNTY, CONTRACTOR shall:

1. Stop work under this Agreement, as identified in such notice, on the date and to the extent specified;

2. Transfer file and deliver to COUNTY all completed work and work in process.

67.3 Nothing in this Section 67.0 shall be deemed to prejudice any right of CONTRACTOR to make a claim against COUNTY in accordance with applicable law and State and COUNTY procedures for payment for work performed through the effective date of COUNTY's termination of this Agreement for convenience.

67.4 The COUNTY shall pay CONTRACTOR in full for all services and deliverables authorized by the COUNTY and provided by the CONTRACTOR as of the date of termination.

67.5 For a period of five (5) years after final settlement under this Agreement, CONTRACTOR shall make available to COUNTY, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of CONTRACTOR under this Agreement with respect to the termination of work hereunder. 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 COUNTY's option, CONTRACTOR shall pay COUNTY for travel, per diem, and other costs incurred by COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

68.0 LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, COUNTY shall in no way, be obligated for CONTRACTOR's performance hereunder, or otherwise, unless and until (1) sufficient funds are made available from and transferred to the COUNTY from the fund established under California Vehicle Code Section 9215.19; (2) the RAN Board approves, authorizes, commits, and provides to the COUNTY funding from the vehicle registration funding under California Vehicle Code Section 9215.19; and (3) the COUNTY's Board of Supervisors appropriates funds for this Agreement in COUNTY's budget. In the event of insufficient funds, then this Agreement is subject to partial or full termination by the COUNTY. COUNTY shall notify CONTRACTOR in writing of any such funding limitation at the earliest possible date.

69.0 CONTRACTOR's COMPLIANCE WITH SHERIFF'S DEPARTMENT ANTI-DISCRIMINATION POLICIES AND PROCEDURES/INDEMNIFICATION

69.1 CONTRACTOR and all its employees and agents shall be subject to the COUNTY's and Department's policies and procedures regarding anti-discrimination, anti-harassment, equality and similar or related policies, including, but not limited to Policy Number 3-01/030.72 regarding Sexual Harassment and Retaliation. CONTRACTOR shall comply with all applicable Federal, State and local laws, rules, regulations or ordinances. CONTRACTOR agrees that a violation of said policies or procedures shall constitute a material breach of contract upon which the COUNTY may determine to cancel, terminate, suspend the contract or take other appropriate action in its discretion.

69.2 CONTRACTOR agrees to indemnify, defend, and hold harmless COUNTY, and its Special Districts, elected and appointed officers, employees and agents from and against any and all liability, including but not limited to demands, claims, all formal, informal, internal, external, administrative or judicial actions and proceedings, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR and its employees' acts or omissions alleged to be in violation of anti-discrimination, anti-harassment, equality and similar or related policies, procedures or laws.

70.0 COUNTY AUDIT SETTLEMENTS

If, at any time during or after the term of this Agreement, representatives of COUNTY conduct an audit of CONTRACTOR regarding the work performed under this Agreement, and if such audit finds that COUNTY's dollar liability for any such work is less than payments made by COUNTY to CONTRACTOR, then the difference shall be either repaid by CONTRACTOR to COUNTY by cash payment upon demand, or at

the sole option of COUNTY SHERIFF, 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 by cash payment.

71.0 NOTICE OF DELAYS

Except as otherwise provided under this Agreement, when either party obtains knowledge of any situation potentially delaying the timely performance of this Agreement, that party shall, within two (2) working days, give notice thereof, including all relevant information with respect thereto, to the other party's responsible project person.

72.0 NOTICE OF END OF LIFE

Selected Equipment currently being maintained under this Agreement has reached the manufacturer-recommended End of Life. For this Equipment , Contractor will use best efforts to maintain the Equipment and Software. Both parties agree to consult in good faith with each other in order to obtain a mutually acceptable solution, in case Contractor, for reasons beyond Contractor's control, is unable to obtain parts for or maintain Equipment during this Agreement.

For Equipment and Software that has not reached End of Life, Contractor shall provide at least twelve (12) months written notice of the manufacturer-recommended end of life. Both parties agree to consult in good faith with each other in order to obtain a mutually acceptable solution, in case Contractor, for reasons beyond Contractor's control, is unable to obtain parts for or maintain equipment during either period of time.

73.0 MOST FAVORED PUBLIC ENTITY

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

74.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

74.1 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, subcontractors, or agents of CONTRACTOR. Such repairs shall be

made immediately after CONTRACTOR has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

74.2 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 COUNTY may deduct such costs from any amounts due to CONTRACTOR from COUNTY.

75.0 AUTHORIZATION WARRANTY

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

76.0 RESTRICTIONS ON LOBBYING

76.1 Federal Funds Projects

If any Federal funds are to be used to pay for any of CONTRACTOR's services under this Agreement, CONTRACTOR shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

76.2 County Projects

CONTRACTOR, and each County Lobbyist or County lobbying firm as defined in COUNTY Code Section 2.160.010 retained by CONTRACTOR, shall fully comply with COUNTY's Lobbyist Ordinance, 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's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which COUNTY may immediately terminate or suspend this Agreement.

77.0 TERMINATION FOR IMPROPER CONSIDERATION

77.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this 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 the 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.

77.2 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 the COUNTY Auditor-Controller's Employee Fraud Hotline at (213) 974-0914, or (800) 544-6861. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

78.0 COUNTY'S QUALITY ASSURANCE PLAN

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

79.0 COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

79.1 CONTRACTOR's Warranty of Adherence to County's Child Support Compliance Program

79.1.1 CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract 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.

79.1.2 As required by COUNTY's Child Support Compliance Program (County Code Chapter 2.200), and without limiting CONTRACTOR's duty under this Agreement to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall, during the term of this Agreement, maintain compliance with employment and wage reporting requirements as required by the Federal Social

Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

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

Failure of CONTRACTOR to maintain compliance with the requirements set forth in subsection 79.1 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by CONTRACTOR under this Agreement. Without limiting the rights and remedies available to COUNTY under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County District Attorney shall be grounds upon which the COUNTY Board of Supervisors may terminate this Agreement pursuant to Section 66.0 (Termination For Default).

79.3 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. COUNTY's District Attorney will supply CONTRACTOR with the poster to be used.

80.0 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

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

81.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirement set forth in Internal Revenue Service Notice 1015.

82.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

82.1 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 contract. It is the COUNTY's policy to conduct business only with responsible contractors.

82.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Agreement, debar the 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 the CONTRACTOR may have with the COUNTY.

82.3 The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following:

82.3.1 Violated any term of a contract with the COUNTY;

82.3.2 Committed any act or omission which negatively reflects on the CONTRACTOR's quality, fitness, or capacity to perform a contract with the COUNTY or any other public entity, or engaged in a pattern or practice which negatively reflects on the same;

82.3.3 Committed an act or offense which indicates a lack of business integrity or business honesty, or

82.3.4 Made or submitted a false claim against the COUNTY or any other public entity.

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

82.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and if so, the appropriate length of time of the debarment. If the CONTRACTOR fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the CONTRACTOR may be deemed to have waived all rights of appeal.

82.6 A record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

82.7 These terms shall also apply to subcontractors of the COUNTY Contractors.

83.0 ARM'S LENGTH NEGOTIATIONS

This Agreement is the product of COUNTY's competitive procurement and an arm's length response and negotiations between CONTRACTOR and COUNTY, during which each party has had an opportunity to receive advice from independent legal counsel of its choosing. This Agreement is to be interpreted fairly as between the parties, and not strictly construed as against either party.

84.0 SURVIVAL

The following provisions of this Agreement shall survive its expiration or termination for any reason: Section 45.0 (Subcontracting), Section 46.0 (Indemnification and Insurance Requirements), Section 49.0 (Publicity), Section 50.0 (Patent, Copyright, and Trade Secret Indemnification), Section 52.0 (Compliance with Applicable Laws), Section 53.0 (Fair Labor Standards), Section 62.0 (Governing Law, Jurisdiction, and Venue).

EXHIBIT B - EQUIPMENT MAINTENANCE PRICE SCHEDULE

EQUIPMENT	MODEL NO.	DESCRIPTION	No.	MAINTENANCE COST FOR THE BASE PERIOD YEAR	MAINTENANCE COST FOR 1ST OPTIONAL YEAR	MAINTENANCE COST FOR 2ND OPTIONAL YEAR	TOTAL MAINTENANCE COST
Transaction Controller (TC) Hardware	N4500-83F	Basic Processing Unit	1				
	N4501-76	EPU Expansion Feature	3				
	N4501-12	256MB Memory Expansion Feature	0				
	N4501-13	512MB Memory Expansion Feature	0				
	N4501-14	1.0GB Memory Expansion Feature	2				
	N4502-06	Memory Expansion Card	0				
	N7690-82	Cartridge Tape Unit	1				
	N7615-85	DAT Unit	1				
	N7744-22	4GB Disk Unit	0				
	N4209-85A	100BASE-TX Controller	3				
	N4209-54	Ultra Wide-SCSI Interface	4				
	N7619-81	LIBRARY DLT	0				
	WYSE	Display	1				
	WYSE	Keyboard	1				
	TBD	Table	1	**5,724.00**	**5,895.72**	**6,072.59**	**17,692.31**
Transaction Controller (TC) Operating System	UB3045-22A	UX/4800 UPOS License 85	1				
	UB3101-02C1	UX/4800 UPOS Media02	1				
	UB3201-72AC	Compile Kit	1				
	UG1006-N420	VxVM	1				
	UB3520-110	BEA Tuxedo RunTime Server Licence(100)	1				
	UB3521-200	BEA Tuxedo RunTime Client Licence(50)	1				
	UB3523-000C1	BEA Tuxedo System for UNIX Package	1	**2,628.00**	**2,706.84**	**2,788.05**	**8,122.89**
Transaction Controller (TC) Programing Product	ASF101-01	BASE TC	1				
	ASF201-01	AMF	1				
	ASF205-01	MMF	1				
	ASF202-02	RAF	1				
	ASF202-01	LS Interface	1				
	ABA-AV1	AV	1				
	ADB101-02	AFIS DB SOFTWARE Ver.7 (32)	1				
	TBD	WSQ	1	**12,192.00**	**12,557.76**	**12,934.49**	**37,684.25**
DAU	C0972D-A	9GB Disk Drive Module	0				
	C1872D-A	18GB Disk Drive Module	20				
	C02859-J	20 Slot Component	4				
	C7690G-G7	71"Rackmount Cabinet	1				
	C7695G-A	20 Slot Chasis Rails	4				
	TBD	Required Cables	4	**6,528.00**	**6,723.84**	**6,925.56**	**20,177.40**

EQUIPMENT	MODEL NO.	DESCRIPTION	No.	MAINTENANCE COST FOR THE BASE PERIOD YEAR	MAINTENANCE COST FOR 1ST OPTIONAL YEAR	MAINTENANCE COST FOR 2ND OPTIONAL YEAR	TOTAL MAINTENANCE COST
Image Processing Controller (IPC) Hardware	N4500-83F	Basic Processing Unit	1				
	N4501-76	EPU Expansion Feature	4				
	N4501-12	256MB Memory Expansion Feature	0				
	N4501-13	512MB Memory Expansion Feature	0				
	N4501-14	1.0GB Memory Expansion Feature	1				
	N4502-06	Memory Expansion Card	0				
	N7690-82	Cartridge Tape Unit	1				
	N7615-85	DAT Unit	1				
	N7744-22	4GB Disk Unit	0				
	N4209-85A	100BASE-TX Controller	1				
	N4209-54	Ultra Wide-SCSI Interface	2				
	N7619-81	LIBRARY DLT	0				
	WYSE	Display	1				
	WYSE	Keyboard	1				
	TBD	Table	1	**6,390.00**	**6,581.70**	**6,779.15**	**19,750.85**
Image Processing Controller (IPC) Operating System	UB3046-22A	UX/4800 UPOS License 86	1				
	UB3101-02C1	UX/4800 UPOS Media02	1				
	UB3201-72AC	Compile Kit	1				
	UG1006-N420	VxVM	1				
	UB3520-110	BEA Tuxedo RunTime Server Licence(100)	1				
	UB3521-200	BEA Tuxedo RunTime Client Licence(50)	1				
	UB3523-000C1	BEA Tuxedo System for UNIX Package	1	**4,972.20**	**5,121.37**	**5,275.01**	**15,368.57**
Image Processing Controller (IPC) Programming Product	AIP101-01	BASE IPC	1				
	AWA405-01	New FE	9				
	AWA405-02	New AC	9				
	ABA-QC1	QC	1				
	TBD	WSQ	9				
				9,160.20	**9,435.01**	**9,718.06**	**28,313.26**
Fingerprint Workstation (FW) Hardware	N4022-12F	Basic Processing Unit	0				
	N4018-55	64MB Memory Expansion Feature	0				
	N4018-56	128MB Memory Expansion Feature	0				
	N4209-16	Graphics Adapter	0				
	N4208-50	SCSI2 Interface	0				
	N7914-89	CD-ROM Drive	0				
	N7744-85F	Disk Unit	0				
	TBD	21" DISPLAY (Multisync)	0				
	N9832-47	Keyboard	0				
	N7833-12	Mouse	0				
	N7690-81F	CGMT	0				
	N7615-85	DAT	0				
	TBD	Laser Printer	0				
	TBD	Table	0	**0.00**	**0.00**	**0.00**	**0.00**

EQUIPMENT	MODEL NO.	DESCRIPTION	No.	MAINTENANCE COST FOR THE BASE PERIOD YEAR	MAINTENANCE COST FOR 1ST OPTIONAL YEAR	MAINTENANCE COST FOR 2ND OPTIONAL YEAR	TOTAL MAINTENANCE COST
Fingerprint Workstation Operation System	UB3000-22A	UX/4800 WSOS License 30 (M)	0				
	UB3100-02C1	UX/4800 WSOS Media (CD)	0				
	UB2636-N23D	YUZU II Runtime	0				
	UB3603-N101D	Open View Network Node Manager 4.1	0	0.00	0.00	0.00	0.00
Fingerprint Workstation (FW) Programming Product	AWB101-01	BASE FW	0				
	AWA401-1	FE	0				
	AWA601-03	FRS Interface	0				
	ASF202-01	RAF (FW)	0				
	ABA-VV1	VQA/VV	0				
		WSQ.	0	0.00	0.00	0.00	0.00
INPUT STATIONS (LASD)		FW (VQA/VV)	0				
		FW-T	1				
		FW-T/L	1				
		FW-L (SW)	0				
		ERT	0				
		NT-TC	2				
		NT-IPC	2	49,797.60	51,291.53	52,830.27	153,919.40
INPUT STATIONS (LAPD)		FW (VQA/VV)	0				
		FW-T	0				
		FW-L	2				
		FW-L (SW)	0				
		ERT	0				
		NT-TC	0				
		NT-IPC	0	12,600.00	12,978.00	13,367.34	38,945.34
INPUT STATIONS (REMOTE)		FW (VQA/VV)	0				
		FW-T	0				
		FW-L	11				
		FW-T/L	1				
		FW-L (SW)	0				
		NT-TC	0				
		NT-IPC	0	76,800.00	79,104.00	81,477.12	237,381.12
TOTAL				186,792.00	192,395.76	198,167.63	577,355.39

EQUIPMENT	MODEL NO.	DESCRIPTION	No.	MAINTENANCE COST FOR THE BASE PERIOD YEAR	MAINTENANCE COST FOR 1ST OPTIONAL YEAR	MAINTENANCE COST FOR 2ND OPTIONAL YEAR	TOTAL MAINTENANCE COST

SPECIAL MAINTENANCE SERVICE CHARGES

The charge for Special Maintenance Services shall be computed as follows:

S = (WH + TH) x Current Hourly Rate + SP where:

S = Special Maintenance Charge

WH = Working hours spent on maintenance

TH = Round trip traveling hours between Contractor's service location and the Central Site /Remote Site.

SP = Spare parts cost at the then current price.

Special Maintenance Charges Hourly Rates :

	Hourly Rate	Minimum Charge
Normal Business Hours	$240	2 hours
After Hours	$360	2 Hours

EXHIBIT C

STATEMENT OF WORK

EQUIPMENT MAINTENANCE SERVICES AGREEMENT

NEC SOLUTIONS (AMERICA), INC.

EXHIBIT C
STATEMENT OF WORK

EQUIPMENT MAINTENANCE SERVICES

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EXHIBIT C

STATEMENT OF WORK

EQUIPMENT MAINTENANCE SERVICES
NEC TECHNOLOGIES, INC.

1.0 MAINTENANCE SERVICES REQUIREMENTS

1.1 Under this Agreement, the CONTRACTOR shall be responsible for the Remedial and Preventive Maintenance of all the equipment and components of the Covered System listed in Exhibit B (Equipment Maintenance Price List).

2.0 REMEDIAL MAINTENANCE SERVICE REQUIREMENTS

2.1 CONTRACTOR shall provide Remedial Maintenance in accordance with the requirements of the specific sites as referenced in Subsection 2.4 (Central Site) and Subsection 2.5 (Remote Sites).

2.2 CONTRACTOR shall be required to complete repairs within eight (8) hours upon CONTRACTOR's arrival at the equipment site.

2.3 If the CONTRACTOR does not repair equipment within the allotted eight (8) hours upon CONTRACTOR's arrival at the equipment site, or receive a time extension from the COUNTY's Project Manager, the CONTRACTOR shall replace the deficient equipment or component(s) or unless CONTRACTOR receives approval of the COUNTY's Project Manager for further remediation, subject to Section 13 (Disputes) of the Agreement.

2.4 Central Site

A. CONTRACTOR shall provide Covered System Remedial Maintenance services to the Central Site on a eight (8) hour per day, five (5) days per week basis, with a telephone response time of no more than four (4) hours each incident, and if needed, an on-site response no later than the next business day.

B. The Central Site is the Los Angeles County Sheriff's Department (LASD) central fingerprint identification processing station. The LASD Central Site is located at 12440 East Imperial Highway, Suite 400W, Norwalk, California 90650. The Central Site is operated twenty-four hours a day, seven days a week.

2.5 Remote Sites

A. CONTRACTOR shall provide Remedial Maintenance at the Remote Covered System Sites services on an eight (8) hour per day, five (5) day per week basis, during the hours of 8:00 a.m. to 5:00 p.m., with a telephone response time of no more than four (4) hours each incident and if needed, an on-site response no later than the next business day. Los Angeles Police Department, located at 150 North Los Angeles Street, Los Angeles, California 90012 shall be considered one of the Remote System Sites.

B. Remote Sites are the Local Input Terminal (LIT) workstations located throughout Los Angeles County, and housed at host law enforcement agencies. The LIT sites are equipped and configured to provide local police fingerprint investigators access to AFIS terminals within close proximity to their home agency. LIT sites are located at LASD's Crime Lab, LASD's Lancaster Station, Downey Police Department, Long Beach Police Department, Torrance Police Department, Santa Monica Police Department, Pomona Police Department, West Covina Police Department, Pasadena Police Department, Whittier Police Department, and Los Angeles Police Department. For the purpose of this Agreement, these sites are assumed to operate during business hours, Monday through Friday.

3.0 PREVENTIVE MAINTENANCE SERVICE REQUIREMENTS

3.1 CONTRACTOR shall provide Preventive Maintenance service at the level and frequency set forth in Exhibit II to maintain the Covered System in a condition which shall ensure uninterrupted and continued functionality. Preventive maintenance, which does not in any form, diminish Covered System operation, may be completed during the hours established for completing remedial maintenance at either the Central Sites or Remote Sites pursuant to subsections 2.4, and 2.5 of this Exhibit A (Statement of Work). Preventive Maintenance services which in any way diminish or degrade system operations shall be performed at a time mutually agreed upon by the COUNTY's Project Manager and CONTRACTOR's Project Manager.

3.2 CONTRACTOR is responsible for the repair or replacement of all parts, assemblies, sub-assemblies and components, necessary to maintain the Covered System.

3.3 CONTRACTOR agrees to provide Preventive Maintenance services in order to maintain the Covered System pursuant to Section 6.0 (Work) of this Agreement, on a mutually agreeable scheduled basis.

3.4 If COUNTY, because of operational or other needs, shall desire to reschedule Preventive Maintenance, either in single instances or in patterns, CONTRACTOR shall use its best efforts to accommodate such changes.

3.5 CONTRACTOR shall install, without charge, all mandatory engineering changes, and such other engineering changes that CONTRACTOR deems necessary.

3.6 If COUNTY, because of operational or other needs, requires network reconfiguration, the CONTRACTOR will reconfigure their equipment to meet those needs. All changes will be accomplished through a no cost change order process.

4.0 SPARE PARTS

4.1 CONTRACTOR shall maintain a supply of spare parts for the Covered System which inventory is based on the general maintenance history of the installed system.

4.2 Costs for this parts supply inventory are included in the maintenance charges of this Agreement.

4.3 Notwithstanding any provision to the contrary, worn or defective parts shall be replaced at no additional charge to COUNTY provided such wear or defect is not caused by misuse.

4.4 Replacement parts shall be either new parts or parts equivalent in performance to new parts when used with the Covered System.

4.5 Title to all hardware and parts furnished hereunder shall remain with CONTRACTOR except upon installation of such parts in COUNTY owned hardware, title to said parts shall pass to COUNTY. Parts replaced and removed from the Covered System shall become the property of CONTRACTOR.

5.0 SOFTWARE SUPPORT

5.1 CONTRACTOR shall provide COUNTY the following Software Support:

5.1.1 CONTRACTOR shall support all software licensed to COUNTY for use with the Covered System.

5.1.2 Software Support consists of identifying, verifying, reporting, and resolving problems associated with software licensed to COUNTY in order to maintain system performance at a level equal to the requirements

established for the initial California Department of Justice System Acceptance Test.

5.1.3 CONTRACTOR shall provide toll-free telephone, fax, e-mail, or remote system access support to the COUNTY. At the sole discretion of CONTRACTOR, on-site software support shall be provided.

5.2 The following matters are not covered by software support:

5.2.1 Any problem resulting from the misuse, improper use, alteration, or damage of the Software;

5.2.2 Any problem caused by modifications in any version of the Software not made or authorized by CONTRACTOR;

5.2.3 Any problem resulting from programming other than the Software supplied by CONTRACTOR; or

5.2.4 Any problem resulting from the combination of the Software with such other programming or systems to the extent such combination has not been approved by CONTRACTOR.

5.2.5 COUNTY shall be responsible to pay CONTRACTOR for time or other resources provided by CONTRACTOR to diagnose or attempt to correct any such problem of which shall be deemed Special Maintenance.

5.4 Software Updates

5.4.1 With the approval of the California Department of Justice, CONTRACTOR shall provide COUNTY periodic Software Updates that shall incorporate 1) corrections of any defects, and 2) at the sole discretion of CONTRACTOR, enhancements to the Software.

5.4.2 At the discretion of the California Department of Justice, Software Updates, which are contracted by the California Department of Justice and released by CONTRACTOR, shall be installed by CONTRACTOR at no charge to COUNTY. Updates to manuals resulting from AFIS software updates shall be supplied to COUNTY free of charge.

5.4.3 The CONTRACTOR, with the approval of the COUNTY, will provide and install all necessary software updates for the operating system. The CONTRACTOR will maintain an antivirus program on all of it systems that have any connectivity to the COUNTY'S network. The program must be approved by the COUNTY and

maintained at the current standard that will provide protection to the COUNTY network. At the COUNTY'S option and with the approval of the CONTRACTOR, the COUNTY may install and maintain the COUNTY'S antivirus program.

6.0 SPECIAL MAINTENANCE SERVICE REQUIREMENTS

6.1 Special Maintenance activities are typically non-critical and are intended as enhancement, or system improvement items or unusual occurrence(s) not otherwise covered by this Agreement. The following maintenance services are outside the scope of Preventive Maintenance and Remedial Maintenance, as described above, and shall be considered Special Maintenance Service items:

6.1.1 Repair of deficiencies in the Covered System resulting from causes beyond the control of COUNTY and/or CONTRACTOR, such as acts of God;

6.1.2 Repair of deficiencies in Covered System resulting from the use of storage media other than that recommended by CONTRACTOR;

6.1.3 Repair of deficiencies in the Covered System resulting from COUNTY's neglect, misuse, or abuse of the system, including use of the system for purposes other than those for which it was designed;

6.1.4 Repair of deficiencies in the Covered System resulting from any adjustment, repair, maintenance, or alteration thereof by any person other than CONTRACTOR's maintenance engineers, except as provided in Section 7.0 (Maintenance Responsibility of COUNTY), of this Agreement or otherwise specifically authorized by CONTRACTOR, or the attachment, addition, or connection of any other hardware or device to the Covered System without prior written consent of CONTRACTOR;

6.1.5 Re-configuration of Covered System, or transportation of the Covered System to a new location specified by COUNTY;

6.2 Special Maintenance service discussions may be initiated by either the COUNTY, State Department of Justice, or CONTRACTOR, however, COUNTY's Project Manager and/or Director must agree to the activities and cost of service. All Special Maintenance service work provided by CONTRACTOR must be approved in writing by COUNTY's Project Manager. No Special Maintenance service shall be performed by CONTRACTOR without a change notice, pursuant to subsection 38.2 (Changes and Amendments) of this Agreement, executed by the COUNTY's Project Director.

6.3 Special Maintenance services shall be performed promptly, on an as-needed basis, at the rates specified in Exhibit B (Equipment Maintenance Price Schedule).

6.4 In the event that, in the opinion of CONTRACTOR, it shall require more than three (3) hours to complete the Special Maintenance service which CONTRACTOR has been requested to perform, or it is impracticable to perform the Special Maintenance service at COUNTY's site, CONTRACTOR shall, prior to commencement thereof, submit to COUNTY an estimate of the time required and an estimated cost for providing the requested Special Maintenance services.

6.5 Except as for emergency services required under this subsection, COUNTY shall provide CONTRACTOR twenty-four (24) hours written notice that Special Maintenance services are authorized and required under any given Change Notice.

7.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the Term of the Agreement. The Plan must be submitted to the County Project Manager for review within fifteen (15) days after the award of the Agreement. The Plan shall include, but not be limited to the following:

a. Method of monitoring to ensure that the County's requirements are being met;

b. Contractor's written policy and procedures regarding the licensing, certifications and training requirements for staff who are assigned to maintain and repair the equipment;

c. Contractor's written policy and procedures regarding the inspection and maintenance of its equipment, including detailed descriptions of its maintenance procedures, frequency of maintenance, preventative maintenance requirements and turnaround times to perform and complete services.

8.0 QUALITY ASSURANCE PLAN

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

8.1 Review of Maintenance Records

Contractor shall submit to the County's Project Manager Contractor's

preventative maintenance records as they occur during the Term of the Agreement. The records shall include date of inspection and maintenance, problem(s) identified and corrective action taken. The County's Project Manager will review all records to ensure that the County's requirements are being met.

8.2 Review of Remedial Repair Services

Contractor shall submit to the County's Project Manager Contractor's repair records as they occur during the Term of the Agreement. The records shall include date and time of County notification for repair, date and time of Contractor's responses to the repair calls, problem(s) identified and corrective action taken, including description of parts used. The County's Project Manager will review all such records to ensure that County's requirements are being met.

8.3 Performance Evaluation Meetings

Contractor and County shall meet at least on an annual basis, and more frequently if deemed necessary.

The County Project Manager or designee will prepare written records of the meetings. Such records will include issues discussed, problems resolved, problems not resolved and pending, and possible future issues. The report must be reviewed and approved by the Contractor Project Manager. In the event that the Contractor does not concur with any part of the report, it must submit a written response to the County Project Manager within ten (10) days of receipt of the report. The County Project Director will review both documents and make a determination, which will be considered final.

8.4 Discrepancy Reports

The County Project Manager will make verbal notification of a contract discrepancy to the Contractor Project Manager as soon as possible after a contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by Contractor and County.

The County Project Manager will determine whether a formal Discrepancy Report will be prepared and issued to Contractor. Upon receipt of such Report, Contractor must respond in writing to County Project Manager within five (5) days, acknowledging the problem or presenting contrary evidence. Contractor must submit a plan to correct the deficiency identified in the Report within ten (10) days thereafter.

-End of Exhibit C (Statement of Work)-

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.)

NEC
CONTRACTOR NAME

Contract No. _____

Employee Name Tammy Coffey

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 TC

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.)

NEC
CONTRACTOR NAME

Contract No. _____

Employee Name Tammy Coffey

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.

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CONFIDENTIALITY AGREEMENT:

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Initials of Signer TC

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.)

NEC
CONTRACTOR NAME

Contract No. _____

Employee Name NEAL YAHATA

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 NY

Contractor Name NEC Contract No. _____

Employee Name NEAL YAHATA

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: 06/01/2006

PRINTED NAME: NEAL YAHATA

POSITION: Engineering Support Manager (ESM)

CONTRACTOR NON-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.)

_____
CONTRACTOR NAME

Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

Initials of Signer _____

Contractor Name _____ Contract No._____

Non-Employee Name _____

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

REQUIRED FORMS - EXHIBIT E

CONTRACTOR'S EEO CERTIFICATION

NEC SOLUTIONS (AMERICA) INC.

Company Name

10850 GOLD CENTER DRIVE, SUITE 200, RANCHO CORDOVA, CA 95670

Address

36-3112037

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer 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.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	(✓)	( )
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	(✓)	( )
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	(✓)	( )
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	(✓)	( )

Barry Fisher

Signature

5/17/06

Date

BARRY FISHER VP IOS

Name and Title of Signer (please print)

EEO CERTIFICATION