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

LEROY D. BACA, SHERIFF

December 15, 2009

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

Dear Supervisors:

**APPROVAL OF AGREEMENT WITH THE ADVANCEMENT PROJECT FOR A COMMUNITY-BASED INFORMATION SYSTEM (ALL DISTRICTS) (3 VOTES)**

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

**SUBJECT**

The Los Angeles County Sheriff's Department (Department) requires the services of an independent contractor to provide a system implementation, hosting, maintenance, and support for community-based information, providing demographic, health, economic, resource, and other community data to assist the Department in the identification of anti-gang needs and the development of community-based strategies.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Chair of the Board of Supervisors to sign the attached Agreement with The Advancement Project for the Community-Based Information System (CBIS). The Agreement shall be effective upon execution by your Board of Supervisors and shall continue through the expiration of the Initial Maintenance and Support Period, as defined in the Agreement, with an option to extend for three additional one-year periods. The Maximum Contract Sum for the Term, including all extensions, shall not exceed $294,900.

2. Delegate authority to the Sheriff or his designee to execute applicable documents when the original contracting entity has merged, been purchased, or otherwise changed; and to modify the Agreement within the conditions specified in the Agreement, with prior approval of County Counsel, including authority for the Sheriff to exercise the above extension provision if it is in the best interest of Los Angeles County (County) and funding is available, and to include new or revised standard County contract provisions adopted by your Board during the term of the Agreement.

## PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to provide the Department, as well as other law enforcement agencies in Los Angeles and Orange Counties, including other members of the criminal justice community, access to community data in one singular website. Healthy City, a program of The Advancement Project, will provide an interactive Geographical Information System (GIS) platform that provides demographic, health, economic, resource information for referral, and other community and criminal justice data on a web-based mapping application to assist in the identification of gang prevention needs and the development of community-based strategies to address gang-related problems. The system will have the capability to allow information such as crime statistics, arrest, and community data to be overlaid to provide a multi-dimensional picture of any given community.

### Implementation of Strategic Plan Goals

The recommended services support the County's Strategic Plan, Goal 1, Operational Effectiveness. Specifically, the Agreement will enable the Department to more effectively coordinate with social and human resource agencies, as well as enabling the Department to demonstrate a deeper understanding of the communities we serve. This system has the potential to become a statewide, as well as a national, law enforcement model enhancing law enforcement's ability to combine information led prevention and intervention with intelligence led policing.

## FISCAL IMPACT/FINANCING

The Department has acquired a grant from the California Emergency Management Agency (CalEMA) for the implementation of the system. The CBIS implementation cost will be augmented by CalEMA Grant Number RA07010190. The grant award, for $200,000, has a line item for contractual services in the amount of $186,904 for the system implementation. Subsequent maintenance and support costs in option years will be included in the Department's operating budget for the duration of this Agreement.

## FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement is effective upon Board approval and shall continue through the expiration of the Initial Maintenance and Support Period, as defined in the Agreement, with an option to extend for three additional one-year periods for ongoing maintenance and updates to the system. The Sheriff seeks delegated authority to exercise the extension options. The initial implementation cost of the system shall be $186,900. The annual maintenance and support cost beyond the implementation shall be $36,000 per year. The Maximum Contract Sum for the entire term of the Agreement, including all extensions, shall not exceed $294,900.

The Agreement includes all of the contract provisions legally required by the Board, including Jury Service, Safely Surrendered Baby Law, and Defaulted Property Tax Reduction Program. This Board letter has been approved by the County Chief Information Officer, and the Agreement has been approved as to form by County Counsel.

## CONTRACTING PROCESS

On June 4, 2009, the Department issued a Request for Proposals (RFP) for a Community-Based Information System. The RFP solicitation was posted on the County and the Department's websites, with a closing date of July 8, 2009. The Department received two proposals by the closing deadline. The Advancement Project met the minimum requirements and was determined to be the most qualified proposer.

The contractor was selected without regard to gender, race, creed, or color for the award of the Agreement.

## IMPACT ON CURRENT SERVICES (OR PROJECTS)

The approval of this action will increase the Department's ability to view each community in multi-dimensional ways, as well as gain the ability to provide on-the-spot referrals to members of the community. Some examples of resource data directly impacting gang prevention community based efforts include: gang injunction boundaries, information on gang injunction removal procedures, tattoo removal resources, and other resources that provide options for gang members who have chosen to permanently leave the gang life. The Department's crime analysts will increase their ability to become even more predictive for potential crime trends and patterns by integrating other social services data, such as afterschool programs, work programs, and health and housing data, to provide the an overview of each community. Crime Analysts will be able to develop more comprehensive analytical reports to support tactical, strategic, and executive decision making.

**CONCLUSION**

Upon Board approval, please return two Board adopted copies of the letter and two fully executed Agreements to the Department's Contracts Unit.

Sincerely,

LEROY D. BACA
SHERIFF

Reviewed by:

RICHARD SANCHEZ
CHIEF INFORMATION OFFICER

# COMMUNITY-BASED INFORMATION SYSTEM (CBIS)

# AGREEMENT FOR

# LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

## BY AND BETWEEN

## COUNTY OF LOS ANGELES

## AND

## THE ADVANCEMENT PROJECT

AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
THE ADVANCEMENT PROJECT

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AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
THE ADVANCEMENT PROJECT

## RECITALS

THIS AGREEMENT is entered into this _____ day of _____, 2009 by and between County of Los Angeles ("County") and The Advancement Project ("Contractor") for an interactive web-accessible Community-Based Information System (CBIS) for the Los Angeles County Sheriff's Department (the "Department").

WHEREAS, the County, by and through the Department, desires to enter into an agreement with a private business to provide existing web-based mapping application software, hosted and maintained by Contractor; and

WHEREAS, Contractor represents that it possesses the necessary special skills, knowledge and technical competence and sufficient staffing to provide such web-based mapping technology and hosting services as further described in the Agreement; and

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

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

## 1. AGREEMENT AND INTERPRETATION

1.1 Agreement. This base document along with Exhibits A through H, any attachments attached hereto or thereto, and any executed Change Order or Amendment from time to time hereto or thereto collectively constitute and throughout and hereinafter are referred to as the "Agreement." This Agreement shall constitute the complete and exclusive statement of understanding between County and Contractor and supersedes any and all prior or contemporaneous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement.

1.2 Interpretation. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any Task, Subtask, Deliverable, goods, service, or other Work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this

base document, and then to the Exhibits and any attachments thereto, according to the following priority:

1.2.1. Exhibit A – Additional Terms and Conditions

1.2.2. Exhibit B – Statement of Work

1.2.3. Exhibit B1 Functional and Technical Requirements

1.2.4. Exhibit C – Price Sheet and Schedule of Payments

1.2.5. Exhibit D – Contractor's EEO Certification

1.2.6. Exhibit E1 – Contractor's Employee Acknowledgement and Confidentiality Agreement

1.2.7 Exhibit E2 Contractor's Non-Employee Acknowledgement and Confidentiality Agreement

1.2.8 Exhibit F - Jury Service Ordinance

1.2.9 Exhibit G - Safely Surrendered Baby Law

1.3.0 Exhibit H - Defaulted Property Tax Reduction Program

1.3 Additional Terms and Conditions. Without limiting the generality of Subparagraph 1.1 (Agreement), attached hereto as Exhibit A (Additional Terms and Conditions), and incorporated by reference herein, are additional terms and conditions to this Agreement. Contractor acknowledges and agrees that it shall be bound by the additional terms and conditions enumerated in such Exhibit as if such terms and conditions were enumerated in the body of this base document.

1.4 Construction. The words "herein", "hereof", and "hereunder" and words of similar import used in this Agreement refer to this Agreement, including all annexes, attachments, Exhibits, and schedules as the context may require. References in this Agreement to Exhibits shall include the attachments to those Exhibits. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this Agreement with the words "including", "for example", "e.g.", "such as", "etc.", or any derivation of such words, such examples are intended to be illustrative and not limiting. Captions and Paragraph headings used in the Agreement are for convenience only and are not a part of the Agreement and shall not be used in construing the Agreement. References in this Agreement to Federal, State and/or other governmental statutes, codes, rules, regulations, ordinances, guidelines, directives and/or policies, including those copies of which are attached to this Agreement, shall mean and shall be to such statutes, codes,

rules, regulations, ordinances, guidelines, directives and/or policies as amended from time to time.

1.5 This Agreement is funded in whole or in part by Grant Award # RA07 01 0190 received from California Emergency Management Agency (Cal-EMA), and is subject to any and all applicable grant requirements set forth in the Cal-EMA Recipient Handbook or elsewhere.

## 2. DEFINITIONS

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

2.1 "Acceptance Tests" means System tests conducted by Contractor regarding the System compliance with the Specifications, including System Integration Test and User Acceptance Test, as described in Task 6, Acceptance Tests, of Exhibit B (Statement of Work).

2.2 "Agreement" has the meaning set forth in Paragraph 1.1 (Agreement).

2.3 "Amendment" has the meaning set forth in Paragraph 6 (Change Orders and Amendments).

2.4 "Application Software" means Core Application Software, Customizations, Third Party Software, and Updates, including all components and Documentation, provided by Contractor to County under this Agreement, including those described in Exhibit B (Statement of Work) and those provided by Contractor to meet the applicable Functional and Technical Requirements set forth in Exhibit B1 (Functional and Technical Requirements).

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

2.6 "Change Order" has the meaning set forth in Paragraph 6 (Change Orders and Amendments).

2.7 "Community-Based Information System" or "CBIS" means the interactive, web-accessible application that provides demographic, health, economic, resource, and other community data, which is being provided, implemented, hosted, maintained, and supported by Contractor under this Agreement.

2.8 "Contractor Project Director" has the meaning set forth in Paragraph 4.1 (Contractor Project Director) and Exhibit B (Statement of Work).

2.9 "Contractor Project Manager" has the meaning set forth in Paragraph 4.2 (Contractor Project Manager) and Exhibit B (Statement of Work).

2.10 "COPS" means the Community Oriented Policing Services Bureau of the Los County Sheriff's Department, Field Operations Region II.

2.11. "Core Application Software" means Contractor's proprietary web-based application software that functions on an interactive GIS mapping platform, including all components and Documentation, licensed by Contractor to County to meet the requirements set forth in Exhibit B (Statement of Work) and the Functional and Technical Requirements in Exhibit B1 (Functional and Technical Requirements).

2.12 "County" means the County of Los Angeles.

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

2.14 Intentionally Deleted

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

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

2.17 "Customizations" means configurations, custom programming, enhancements and/or modifications to, and/or for operation of, or in connection with the Core Application Software, including all components and Documentation with respect thereto, provided by Contractor to County under this Agreement, including that described in Exhibit B (Statement of Work) and those provided by Contractor to meet the applicable Functional and Technical Requirements set forth in Exhibit B1 (Functional and Technical Requirements). Customizations do not include Third Party Software.

2.18 "Cutover to Production" means completion of a migration of the System from the Test Environment to the Production Environment, as described in Subtask 8.3, Cutover to Production, of Exhibit B (Statement of Work).

2.19 "Data" means the datasets created, compiled, and maintained as part of CBIS.

2.20 "Data Center" means Contractor's facility that houses CBIS.

2.21 "Deficiency" means any malfunction, error, or defect in the design, development, or implementation of any Work provided hereunder; any error or omission, or deviation from the Specifications or mutually agreed upon industry standards, or any other malfunction or error, including the provision of negligent workmanship, which results in the CBIS, in whole or in part, not performing in accordance with the provisions of this Agreement, including Exhibit B (Statement of Work) and the

Specifications, and any executed Change Order or Amendment, as determined by County Project Director, in County Project Director's sole discretion.

2.22 "Deliverable" means a service, product, or good to be provided by Contractor to County under this Agreement and identified as a numbered Deliverable in Exhibit B (Statement of Work) or any executed Change Order or Amendment.

2.23 "Department" means the Los Angeles County Sheriff's Department.

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

2.25 "Documentation" means any and all written and electronic materials provided or made available by Contractor, including, but not limited to, user manuals, training materials, testing protocols, methodologies, customer technical information and reference materials, quick-reference guides, FAQs, specifications, system designs and system design reviews and all other instructions and information relating to the capabilities, operation, installation and use of the System, including Application Software and Data.

2.26 "End-User Hardware" means the computer hardware to be supplied by County under this Agreement or other Participating Agencies for end-user web-access to the CBIS Data.

2.27 "Final System Acceptance" means successful completion by Contractor and approval by County of Subtask 9.1, Provide System Warranty, of Exhibit B (Statement of Work).

2.28 "GIS" means Geographical Information System.

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

2.30 "Initial Maintenance and Support Period" has the meaning set forth in Paragraph 15 (Maintenance and Support).

2.31 "Initial Term" has the meaning set forth in Paragraph 7 (Term).

2.32 "Jury Service Program" has the meaning set forth in Paragraph 33.0 (Compliance with Jury Service Program) of Exhibit A (Additional Terms and Conditions).

2.33 "Maintenance and Support" has the meaning set forth in Paragraph 15 (Maintenance and Support), as further described in Subtask 9.2, Maintenance and Support, of Exhibit B (Statement of Work).

2.34 "Maximum Contract Sum" has the meaning set forth in Paragraph 8 (Prices and Fees).

2.35 "Operating System Software" means the third party owned software to be supplied and utilized by Contractor for the operation of CBIS.

2.36 "Option Term" has the meaning set forth in Paragraph 7 (Term).

2.37 "Participating Agency" or "Participating Agencies" means the law enforcement agencies authorized to use and access CBIS.

2.38 "Production Environment" means the System Environment for Production Use, consisting of a permanent computing System platform.

2.39 "Production Use" means the actual use of CBIS by County and other Participating Agency users.

2.40 "Project Control Document" or "PCD" has the meaning set forth in Exhibit B (Statement of Work).

2.41 "Project Status Report(s)" has the meaning set forth in Paragraph 4.4 (Project Status Reports by Contractor) and Exhibit B (Statement of Work).

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

2.43 "Specifications" means any or all of the following:

(a) All functional, technical, and operational requirements set forth in Exhibit B (Statement of Work) and Exhibit B1 (Functional and Technical Requirements) or otherwise in this Agreement, including Acceptance Tests;

(b) All service level and performance requirements and standards for the System set forth in the Exhibit B (Statement of Work) and Exhibit B1 (Functional and Technical Requirements) or otherwise in this Agreement;

(c) All functional, technical, and operational specifications reports included as Deliverables in Exhibit B (Statement of Work);

(d) The Documentation;

(e) All additional specifications identified as such by Contractor, including all system design reports provided under this Agreement, acceptable to County in its sole discretion but only to the extent provided for in any of the foregoing clauses (a) through (d) of this definition;

(f) All written or electronic materials furnished by or through Contractor regarding Contractor's pre-developed and generally available software products, which pertain to any element of the System, and which outline, describe, or specify (i) functionality, (ii) features, (iii) capacity,

(iv) availability (v) accuracy, or (vi) any other performance or other criteria for the System or any element of the System, acceptable to County in its sole discretion, but only to the extent not provided for in any of the foregoing clauses (a) through (d) of this definition.

2.44 "Statement of Work" or "SOW" means the Statement of Work, attached as Exhibit B (Statement of Work) to this Agreement, as the same may be amended by any executed Change Order or Amendment.

2.45 "Subtask" means one or more sub-areas of work to be performed under this Agreement and identified as a numbered Subtask in Exhibit B (Statement of Work) or any executed Change Order or Amendment.

2.46 "System" means the Application Software, Server Environment, and Data, including all components and Documentation, provided by Contractor in accordance with the requirements or Specifications of this Agreement.

2.47 "System Acceptance" means successful completion by Contractor and approval by County of Subtask 8.4, System Acceptance, of Exhibit B (Statement of Work).

2.48 "Server Environment" means the Operating System Software and System Server Hardware.

2.49 "System Environment" means the System and User Environment.

2.50 "System Server Hardware" means the computer hardware to be supplied and utilized by Contractor under this Agreement for the operation of CBIS.

2.51 "System Warranty" has the meaning set forth in Paragraph 14 (Warranty), as further described in Subtask 9.1, Provide System Warranty, of Exhibit B (Statement of Work).

2.52 "System Warranty Period" has the meaning set forth in Paragraph 14 (Warranty).

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

2.54 "Tax" and "Taxes" means governmental fees (including license, filing and registration fees) and all taxes (including franchise, excise, stamp, value added, income, gross receipts, gross revenue, import, export, sales, use, transfer, and property taxes), withholdings, assessments, levies, imposts, duties, charges, or interest thereon imposed.

2.55 "Technical Architecture Report" has the meaning set forth in Exhibit B (Statement of Work).

2.56 "Technical Specifications and Requirements Confirmation Report" has the meaning set forth in Exhibit B (Statement of Work).

2.57 "Term" has the meaning set forth in Paragraph 7 (Term).

2.58 "Test Environment" means the System Environment for conducting Acceptance Tests.

2.59 "Test Plan" has the meaning set forth in Exhibit B (Statement of Work).

2.60 "Third Party Software" means third party software and/or tools, and related Documentation, provided by Contractor pursuant to this Agreement as part of the Application Software in order to meet the Specifications.

2.61 "Updates" means any and all upgrades, enhancements, revisions, improvements, bug fixes, patches, modifications and replacements to the Application Software and Data, as applicable, including, without limitation, those required to keep current with Contractor's technology standards and industry standards and to achieve and maintain the System's compliance with applicable Federal, State and local laws, rules, regulations and ordinances.

2.62 "User Environment" means the User Network and End-User Hardware.

2.63 "User Network" means the network infrastructure or other data communications components to be provided by County or other Participating Agencies in accordance with requirements and Specifications of this Agreement.

2.64 "Work" means any and all Tasks, Subtasks, Deliverables, goods, and other services performed or required to be performed by Contractor under this Agreement, Exhibit B (Statement of Work), the other Exhibits, and executed Change Orders and Amendments hereto.

## 3. ADMINISTRATION OF AGREEMENT – COUNTY

3.1 County Project Director.

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

Cecil W. Rhambo, Chief
Field Operations Region II
Los Angeles County Sheriff's Department
4700 Ramona Boulevard
Monterey Park, CA 91754

Phone: 323-881-7590
Email: CWRhambo@lasd.org

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

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

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

3.2 County Project Manager.

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

Cheryl Newman-Tarwater, Lieutenant
Los Angeles County Sheriff's Department
4700 Ramona Boulevard
Monterey Park, California 91754

Phone: 323-526-5656
Email: CANewman@lasd.org

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

3.2.3 The County Project Manager shall be a resource for addressing the technical standards and requirements of this Agreement, shall interface regularly with Contractor and further shall have the duties from time to time given to such person by County.

3.2.4 County Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement nor obligate County in any respect whatsoever.

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

3.3 Consolidation of Duties. County reserves the right to consolidate the duties of County Project Director, which duties are enumerated in Paragraph 3.1 (County Project Director), and the duties of County Project Manager, which duties are enumerated in Paragraph 3.2 (County Project Manager), into one County position, and to assign all such duties to one individual who will act as County's liaison in all matters relating to this Agreement. County will notify Contractor no later than five (5) days prior to exercising its rights pursuant to this Paragraph 3.3.

3.4 County Personnel. All County personnel assigned to this Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County.

## 4. ADMINISTRATION OF AGREEMENT – CONTRACTOR

4.1 Contractor Project Director.

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

John Kim, Director
Advancement Project/Healthy City
1541 Wilshire Boulevard, Suite 508
Los Angeles, California 90017

Phone: 213-989-1300, ext. 30
Email: jkim@advanceproj.org

4.1.2 Contractor shall notify County of any change in the name or address of the Contractor Project Director.

4.1.3 Contractor Project Director shall be responsible for Contractor's performance of all of the Work and ensuring Contractor's compliance with this Agreement.

4.1.4 Contractor Project Director shall be available to meet and confer with County Project Director at least monthly in person or by phone, to review project progress and discuss project coordination.

4.2 Contractor Project Manager.

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

Lori Thompson
Advancement Project/Healthy City
1541 Wilshire Boulevard, Suite 508
Los Angeles, California 90017

Phone: 213-989-1300, ext. 19
Email: lthompson@advanceproj.org

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

4.2.3 Contractor Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement

4.2.4 Contractor Project Manager shall be available to meet and confer as necessary, but no less frequently than monthly, with County.

4.3 Approval of Contractor's Staff.

4.3.1 County approves the proposed Contractor Project Director and Contractor Project Manager listed in Subparagraphs 4.1.1 and 4.2.1. County Project Director has the right to approve or disapprove any proposed replacement for the Contractor Project Director and the Contractor Project Manager. If Contractor desires to replace, or if County, at its discretion, requires removal of, either the Contractor Project Director or the Contractor Project Manager, Contractor shall provide County with a resume of each such proposed replacement, and an opportunity to interview such person prior to such person performing any Work hereunder. County shall not unreasonably delay its approval of a replacement of Contractor Project Director or Contractor Project Manager.

4.4 Project Status Reports by Contractor.

In order to control expenditures and to ensure the reporting of all Work provided by Contractor, Contractor Project Manager shall provide County Project Director and County Project Manager with minimum bi-weekly written reports ("Project Status Reports") which contain the information set forth in Task 2.0, Tasks and

Deliverables, of Exhibit B (Statement of Work), and such other information as County Project Director or County Project Manager may from time to time reasonably request.

## 5. WORK; APPROVAL AND ACCEPTANCE

Contractor shall fully and timely perform all Work under this Agreement, including pursuant to an executed Change Order or Amendment, in accordance with the terms and conditions of this Agreement.

Contractor acknowledges that, subject to this Paragraph 5 (Work; Approval and Acceptance), all Work performed under this Agreement, including pursuant to an executed Change Order or Amendment, is payable in accordance with the terms and conditions of this Agreement, including this Paragraph 5 (Work; Approval and Acceptance), Paragraph 8 (Prices and Fees), and Paragraph 10 (Invoices and Payments).

## 6. CHANGE ORDERS AND AMENDMENTS

No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations, or conditions of this Agreement, except through the procedures set forth in this Paragraph 6 (Change Orders and Amendments).

### 6.1 General

County reserves the right to change any portion of the Work required under this Agreement, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished in the following manner:

6.1.1 For any change which does not materially affect the scope of Work, period of performance, amount of payments, or any other term or condition included under this Agreement, a Change Order shall be executed by both County Project Director and Contractor Project Director, with the concurrence of County Counsel. To the extent that extensions of time for Contractor performance do not impact either the scope of Work or cost of this Agreement, County Project Director, in County Project Director's discretion, may grant Contractor extensions of time in writing for the Work listed in Exhibit B (Statement of Work) or otherwise in this Agreement provided that such extensions shall not extend the Term of this Agreement.

6.1.2 The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Agreement. The County reserves the right to add and/or change such provisions as required by the Board or

County's Chief Executive Officer. To implement such changes, an Amendment to the Agreement shall be prepared and executed by Contractor and by Sheriff.

6.1.3 For any change that materially affects the scope of Work, period of performance, amount of payments, or any other term or condition in this Agreement, then a negotiated Amendment to this Agreement shall be executed by the Board and Contractor.

6.2 Audit of Change Order Work

County is entitled to audit, in accordance with Paragraph 42.0 (Records and Audits) of Exhibit A (Additional Terms and Conditions), Contractor's compliance with Paragraph 6 (Change Orders and Amendments) in respect of Work performed pursuant to an executed Change Order or Amendment.

## 7. TERM

The term of this Agreement shall commence upon execution by the Board of Supervisors and shall continue through expiration of the Initial Maintenance and Support Period, unless terminated earlier in whole or in part, as provided in this Agreement (the "Initial Term"). The Sheriff has the option, at the Sheriff's discretion and upon notice to Contractor prior to the end of the current period of the Agreement Term, to extend the Term of this Agreement for up to three (3) additional one (1) year periods (an "Option Term"). As used herein, the "Term" shall mean the Initial Term and, if extended, each Option Term, as the case may be. Each such extension shall be exercised individually by written notice by the Sheriff or the Sheriff's designee.

Contractor shall notify County Project Director 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 Director at the address herein, provided in Paragraph 3.0 (Administration of Agreement – County).

## 8. PRICES AND FEES

8.1 General

The prices and fees for this Agreement payable by County to Contractor for performing all Tasks, Subtasks, Deliverables, goods, services and any other Work required under this Agreement shall be as specified in Exhibit C (Price Sheet and Schedule of Payments).

If Contractor provides any Tasks, Deliverables, goods, services, or other Work, other than as specified in this Agreement, the same shall be a gratuitous effort on

the part of Contractor, and Contractor shall have no claim whatsoever against County. Thus, Contractor shall not be entitled to payment or reimbursement for any Tasks, Subtasks, Deliverables, goods, services and any other Work, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified in this Agreement. All rates will remain fixed for the Term of the Agreement, including all extension periods. County will not pay overtime compensation for this Agreement.

8.2 Maximum Contract Sum

The "Maximum Contract Sum" shall be the total monetary amount that would be payable by County to Contractor for providing the required Work under this Agreement for the Term, including all extension periods. The Maximum Contract Sum for this Agreement, including all applicable Taxes, authorized by County hereunder shall in no event, expressly or by implication, exceed two hundred ninety-four thousand, nine hundred dollars ($294,900). All payments under this Agreement shall be in accordance with Exhibit C (Price Sheet and Schedule of Payments).

## 9. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS

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

## 10. INVOICES AND PAYMENTS

10.1 Approval of Invoices

All invoices submitted by Contractor for payment must have the written approval of County Project Director or Manager, as evidenced by County Project Director or Manager's signature on the applicable invoice, prior to any payment thereof. All invoices will be reviewed and verified by County Project Director or Manager. In no event shall County be liable or responsible for any payment prior to such written approval. County Project Director or Manager shall forward the approved invoice to Sheriff's Grants Accounting Unit for payment. Incomplete or late invoices may delay processing of billing. County will not be responsible for invoices submitted more than sixty (60) days after the date of service rendered.

10.2 Detail

10.2.1 County's Agreement Number and Cal-EMA Grant Award Number

10.2.2 Billing Date

10.2.3 Date services provided

10.2.4 The Tasks, Subtasks, Deliverables, goods, services, or other Work as described in Exhibit B (Statement of Work) and Exhibit C (Price Sheet and Schedule of Payments) for which payment is claimed and the amount of payment therefore.

10.2.5 Total charges billed

10.3 Submission of Invoices

Contractor shall submit an original and one (1) copy of each invoice, addressed as shown below:

Invoice to:

Cheryl Newman-Tarwater, Lieutenant
Los Angeles County Sheriff's Department
Field Operations Region II, 4th Floor
4700 Ramona Boulevard
Monterey Park, California 91754

10.4 No Out-of-Pocket Expenses

Contractor acknowledges that no out-of-pocket expenses, including travel, meal, and lodging expenses, are reimbursable by County. Accordingly, Contractor's invoices shall not include out-of-pocket expenses.

10.5 Contractor Responsibility

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

10.6 County's Right to Withhold

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

## 11. LIQUIDATED DAMAGES

11.1 If, in the judgment of the County Project Director, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the County Project Director, at his option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire payment or deduct pro rata from Contractor's invoice for Work not performed. Information regarding the Work not performed and the amount to be withheld or deducted from payments to Contractor from County will be forwarded to Contractor by County Project Director in a written notice describing the reasons for said action.

11.2 If the County Project Director determines that there are deficiencies in the performance of this Agreement that the County Project Director deems are correctable by Contractor over a certain time span, the County Project Director will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, the County Project Director may:

11.2.1 Deduct from Contractor's payment, pro rata, those applicable portions of the payment that are specifically related to the deficiency; and/or

11.2.2 Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars ($100) per day per infraction, and that Contractor shall be liable to County for liquidated damages in the said amount. Said amount shall be deducted from County's payment to Contractor; and/or

11.2.3 Upon giving five (5) days notice to Contractor for failure to correct the deficiencies, County may correct any and all deficiencies and the total costs incurred by County for completion of the Work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to Contractor from County, as determined by County.

11.3 The action noted in Paragraph 11.2 shall not be construed as a penalty, but as an adjustment of payment to Contractor to recover the County cost due to the failure of Contractor to complete or comply with the provisions of this Agreement.

11.4 This Paragraph shall not, in any manner, restrict or limit County's right to damages for any breach of this Agreement provided by law or as specified in

Paragraph 11.2, and shall not, in any manner, restrict or limit County's right to terminate the Agreement as agreed to herein.

## 12. NOTICES

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

To County: (1) Cheryl Newman-Tarwater, Lieutenant

Los Angeles County Sheriff's Department
Field Operations Region II
4700 Ramona Boulevard, 4TH Floor
Monterey Park, CA 91754-2169

Facsimile: 213-415-7149

with a copy to:

(2) Los Angeles County Sheriff's Department
Assistant Director, Contracts
4700 Ramona Boulevard, Room 214
Monterey Park, CA 91754-2169

Facsimile: 323-267-6687

To Contractor: John Kim, Director
Advancement Project/Healthy City
1541 Wilshire Boulevard, Suite 508
Los Angeles, California 90017

Facsimile: 213-989-1309

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

## 13. OWNERSHIP AND LICENSE

### 13.1 Ownership

County and Contractor acknowledge and agree that ownership rights in and to all System components, including Application Software, Data, and Server Environment, are and shall remain with its rightful owner. Any component of the overall System developed or previously owned by Contractor, including Application Software, Server Environment and Data, is and shall remain under the exclusive ownership of Contractor.

Any Data provided by Contractor under this Agreement shall remain under the exclusive ownership of Contractor or original data source. Any Data provided to Contractor by County shall remain under the exclusive ownership of County.

### 13.2 License

Contractor grants to County, effective upon the commencement of this Agreement and throughout the Term of the Agreement, a non-exclusive limited license to use the System ("License") as follows:

13.2.1 Application Software License: To use, access, operate and display the Application Software, including Documentation, on an unlimited number of computers, servers, local area networks and wide area networks by an unlimited number of users from County, other Participating Agencies, and/or authorized third parties.

13.2.3 Data License: Except in such cases as expressly prohibited by the license agreements of third party data vendors whose data shall reside in CBIS, Data License shall permit use, access, query, display, print, copy, download, modify, and distribute CBIS Data, including Documentation, and to perform such other functions as may be appropriate or required by County, other Participating Agencies, and/or authorized third parties, on or from an unlimited number of computers, servers, local area networks and wide area networks by an unlimited number of users from County and other Participating Agencies. Such License regarding the Data shall survive the expiration or other termination of this Agreement.

## 14. WARRANTY

Contractor represents, warrants, and covenants to County that, commencing on the date of System Acceptance and continuing for ninety (90) days thereafter ("System Warranty Period"), the System, taken as a whole, shall perform fully in accordance with the Specifications and without Deficiencies ("System Warranty"). All Deficiencies reported during the System Warranty Period shall be corrected at no cost to County. The System Warranty Period shall be extended until all Deficiencies discovered during the ninety (90) day period have been corrected to the satisfaction of County. During the System Warranty Period, Contractor shall provide System Warranty support services as detailed in the Exhibit B (Statement of Work) at no cost to County.

## 15. MAINTENANCE AND SUPPORT

Commencing upon System Acceptance and for a period of one (1) year from Final System Acceptance ("Initial Maintenance and Support Period"), Contractor shall provide Maintenance and Support services as set forth in Exhibit B (Statement of Work) at no additional cost to County beyond the cost of System implementation.

If County elects to acquire additional Maintenance and Support services beyond the required Initial Maintenance and Support Period, County shall give notice to Contractor of its election and extend the Agreement for an Option Term pursuant to Paragraph 7 (Term) of this Agreement. Contractor shall perform the Maintenance and Support services set forth in Exhibit B (Statement of Work) in exchange for payment as set forth in Exhibit C (Price Sheet and Schedule of Payments). At the beginning of each Option Term if so elected by County, Contractor shall submit to County an invoice in accordance with the procedures set forth in Paragraph 10 (Invoices and Payments, and County shall pay Contractor, for the entire annual maintenance and Support cost set forth in Exhibit C (Price Sheet and Schedule of Payments).

## 16. ARM'S LENGTH NEGOTIATIONS

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

## 17. SURVIVAL

The following Paragraphs of this Agreement shall survive its expiration or termination for any reason: 1 (Agreement and Interpretation), 2 (Definitions), 8 (Prices and Fees), 10. (Invoices and Payments), 12 (Notices), 16 (Arm's Length Negotiations), 17 (Survival), and all the terms and conditions set forth in Exhibit A (Additional Terms and Conditions).

AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
THE ADVANCEMENT PROJECT

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

COUNTY OF LOS ANGELES

By _____
Chair of the Board of Supervisors

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

By _____
Deputy

THE ADVANCEMENT PROJECT

By: _____
John Kim, Director

APPROVED AS TO FORM:
ROBERT E. KALUNIAN
Acting County Counsel

By _____
Deputy County Counsel

# EXHIBIT A

# ADDITIONAL TERMS AND CONDITIONS

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EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

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

## 1.0 SUBCONTRACTING

### 1.1 General

County has relied, in entering into the Agreement, on the reputation of and on obtaining the personal performance of Contractor itself. Consequently, no performance of the Agreement, or any portion thereof, shall be subcontracted by Contractor. Any attempt by Contractor to subcontract any performance, obligation, or responsibility under the Agreement, except in accordance with the procedures set forth in this Paragraph 1.0 (Subcontracting), shall be null and void and shall constitute a material breach of the Agreement, upon which County may immediately terminate the Agreement.

## 2.0 DISPUTE RESOLUTION PROCEDURE

### 2.1 General

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

### 2.2 Continued Work

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

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

claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by the County, or County may deduct or offset all such additional costs from any amounts due to Contractor from County.

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

2.3 Dispute Resolution Procedures

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

2.3.1 Contractor and County shall first submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.

2.3.2 If the Project Managers are unable to resolve the dispute within a reasonable time, not to exceed five (5) Business Days from the date of submission of the dispute, then the matter immediately shall be submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.

2.3.3 If the Project Directors are unable to resolve the dispute within a reasonable time not to exceed five (5) Business Days from the date of submission of the dispute, then the matter shall be immediately submitted to Contractor's president or chief operating officer and the Sheriff. These persons shall have five (5) Business Days to attempt to resolve the dispute.

2.3.4 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under the Agreement and its rights and remedies as provided by law.

2.4 Documentation of Dispute Resolution Procedures

All disputes utilizing the Dispute Resolution Procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all

three (3) levels described in Subparagraph 2.3 (Dispute Resolution Procedure), the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.

2.5 Not Applicable to County's Right to Terminate

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

## 3.0 CONFIDENTIALITY

3.1 General

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

3.1.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 3.0, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 3.2 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without

limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

3.2 Disclosure of Information

3.2.1 With respect to any confidential information obtained by Contractor pursuant to the Agreement, Contractor shall: (a) not use any such records or information for any purpose whatsoever other than carrying out the express terms of the Agreement; (b) promptly transmit to County all requests for disclosure of any such records or information; (c) not disclose, except as otherwise specifically permitted by the Agreement, any such records or information to any person or organization other than County without County's prior written authorization that the records are, or information is, releasable; and (d) at the expiration or termination of the Agreement, return all such records and information to County or maintain such records and information according to the written procedures sent to Contractor by County for this purpose.

3.2.2 Without limiting the generality of Subparagraph 3.2.1 of this Exhibit, in the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall immediately notify the County Project Director. Thereafter, Contractor shall comply with such order, process, or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

3.3 Contractor Information

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

3.3.1 Any of Contractor's proprietary and/or confidential materials not plainly and prominently marked with restrictive legends;

3.3.2 Any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by law; and

3.3.3 Any materials indicating the volume, frequency and type of goods and services provided by Contractor, including, but not limited to use under Paragraph 25.0 (Re-solicitation of Bids, Proposals, or Information).

3.4 Use of County Name

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

3.4.1 Contractor shall develop all publicity material in a professional manner.

3.4.2 During the Term, Contractor shall not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the County Project Director, which shall not be unreasonably withheld or delayed.

3.4.3 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded the Agreement with County, provided that the requirements of this Subparagraph 3.4 (Use of County Name) (other than the requirements set forth in Subparagraph 3.4.2) shall apply.

3.4.4 Notwithstanding anything herein to the contrary, County reserves the right to object to any use of County's name and Contractor shall cure

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

3.5 Injunctive Relief

Contractor acknowledges that a breach by Contractor of this Paragraph 3.0 (Confidentiality) may result in irreparable injury to County that may not be adequately compensated by monetary damages and that, in addition to County's other rights under the Agreement and at law and in equity, County shall have the right to injunctive relief to enforce the provisions of this Paragraph 3.0 (Confidentiality).

## 4.0 TERMINATION FOR INSOLVENCY

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

4.1.1 Contractor has ceased to pay or has admitted in writing its inability to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay debts that Contractor disputes in good faith;

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

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

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

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

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

foregoing shall survive the termination or expiration of the Agreement for any reason whatsoever.

## 5.0 TERMINATION FOR DEFAULT

### 5.1 Event of Default

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

### 5.2 Deemed Termination for Convenience

If, after County has given notice of termination under the provisions of this Paragraph 5.0 (Termination for Default), it is determined by County or otherwise that Contractor was not in default under the provisions of this Paragraph 5.0 (Termination for Default), or that the default was excusable or curable under the provisions of this Paragraph 5.0 (Termination for Default), the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 6.0 (Termination for Convenience) of this Exhibit except that no additional notice shall be required to effect such termination.

### 5.3 Completion of Work

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

by County to Contractor under the Agreement. In the event County elects to proceed under this Subparagraph 5.3 (Completion of Work), any Work created, modified, or repaired by or at the direction of County shall be deemed Work under the Agreement.

## 6.0 TERMINATION FOR CONVENIENCE

6.1 Termination for Convenience

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

6.2 No Prejudice; Sole Remedy

Nothing in this Paragraph 6.0 (Termination for Convenience) is deemed to prejudice any right of Contractor to make a claim against the County in accordance with this Agreement and applicable law and County procedures for payment for Work through the effective date of termination. Contractor, however, acknowledges that the rights and remedies set forth in this Subparagraph 6.2 shall be the only remedy available to Contractor in the event of a termination or suspension pursuant to this Paragraph 6.0 (Termination for Convenience) by County.

## 7.0 TERMINATION FOR IMPROPER CONSIDERATION

7.1 County may, upon notice to Contractor, immediately terminate the right of Contractor to proceed under the Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

7.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to County Auditor-Controller's employee fraud hotline at (800) 544-6861.

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

## 8.0 INTENTIONALLY OMITTED

## 9.0 EFFECT OF TERMINATION

9.1 Remedies

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

9.1.1 Contractor shall (a) stop performing Work under the Agreement on the date and to the extent specified in such notice, (b) promptly transfer and deliver to County copies of all completed Work and Work in progress, in a media reasonably requested by County, (c) promptly transfer and deliver all items previously paid for by County, and (d) complete performance of such part of the Work as shall not have been terminated by such notice;

9.1.2 Unless County has terminated the Agreement pursuant to Paragraph 6.0 (Termination for Convenience) of this Exhibit, County shall have the right to procure, upon such terms and in such a manner as County may determine appropriate, goods, services, and other Work, similar and competitive to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs reasonably incurred by County, as determined by County, to procure and furnish such similar goods, services, and other Work;

9.1.3 Contractor shall promptly return to County any and all of County's confidential information that relates to that portion of the Agreement or Work terminated by County;

9.1.4 Contractor shall tender promptly payment to County, and shall continue to tender payment for the duration of any liquidated damages levied, pursuant to Paragraph 11.0 (Liquidated Damages) of the body of the Agreement, to the extent applicable; and

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

9.2 Transition Services

Contractor agrees that in the event of any termination of the Agreement, as a result of the breach hereof by either party, or for any other reason, including

expiration, Contractor shall fully cooperate with County in the transition by County to a new contractor, toward the end that there be no interruption of the County's day-to-day operations due to the unavailability of the Work during such transition. Contractor agrees that if County terminates the Agreement pursuant to Paragraph 6.0 (Termination for Convenience) of this Exhibit or Subparagraph 5.2 (Deemed Termination for Convenience) of this Exhibit, Contractor shall perform transition services, and shall invoice County for such transition services determined in accordance with the rates specified in Exhibit C (Price Sheet and Schedule of Payments) of the Agreement and the agreed upon maximum amount, in accordance with a transition plan to be agreed upon, in advance, by the County Project Director and the Contractor Project Director. Contractor further agrees that in the event that County terminates the Agreement for any other breach by Contractor, Contractor shall perform transition services at no cost to County. In connection with the provision of any transition services pursuant to this Subparagraph 9.2 (Transition Services), Contractor shall provide to the County Project Director, upon request by the County Project Director, documentation that reasonably details the source and amount of the expenses Contractor purports to have incurred in the provision of such transition services.

9.3 Remedies Not Exclusive

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

## 10.0 WARRANTY AGAINST CONTINGENT FEES

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

10.2 For breach of this warranty, County shall have the right to terminate the Agreement and, in its discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

## 11.0 AUTHORIZATION WARRANTY

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

## 12.0 GENERAL WARRANTIES

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

12.1 Contractor represents and warrants that (a) Contractor has the full power and authority to grant the License and all other rights granted by the Agreement to County; (b) no consent of any other person or entity is required by Contractor to grant such rights other than consents that have been obtained and are in effect; (c) County is entitled to use the CBIS without interruption of use; (d) the Agreement, the System, and the Data licensed or acquired herein, are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Contractor's creditors; (e) during the Term, Contractor shall not subordinate the Agreement or any of its rights hereunder to any third party without the prior written consent of County, and without providing in such subordination instrument for non-disturbance of County's use of the CBIS, and any part thereof, in accordance with the Agreement; (f) there is no litigation, dispute, claim, proceeding or other action pending, or to Contractor's knowledge, threatened against Contractor or in respect of the Application Software, that could have a material adverse effect on Contractor's business or on Contractor's ability to perform and meet in a timely fashion Contractor's obligations under this Agreement; and (g) neither the performance of the Agreement by Contractor, nor the License to, and use by, County and its users of the CBIS in accordance with the Agreement will in any way violate any non-disclosure agreement, nor, to the Contractor's knowledge, constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, moral, or other rights of any third party.

12.2 Contractor shall, in the performance of all Work, strictly comply with the descriptions and representations (including performance capabilities, accuracy, completeness, characteristics, Specifications, configurations, standards, functions, and requirements) as set forth in this Agreement, including the Statement of Work.

12.3 All System components shall interface and be compatible with each other; and the System components, when taken together, shall be capable of delivering all of the functionality as set forth in the Agreement, including Specifications.

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

12.5 All Documentation developed or provided under the Agreement shall be uniform in appearance.

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

## 13.0 INDEMNIFICATION AND INSURANCE

13.1 Indemnification

Contractor shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

13.2 General Provisions for All Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 13.2 and 13.3 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Agreement.

13.2.1 **Evidence of Coverage and Notice to County**

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

exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.

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

County of Los Angeles
Sheriff's Department
4700 Ramona Boulevard, Room 214
Monterey Park, CA 91754
Attention: Michael Hanks, Manager

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

13.2.2 **Additional Insured Status and Scope of Coverage**

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

13.2.3 **Cancellation of Insurance**
Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

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

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

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

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

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

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

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

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

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

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

13.2.14 **County Review and Approval of Insurance Requirements**
County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures..

13.3 **INSURANCE COVERAGE**

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

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

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

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

## 14.0 INTELLECTUAL PROPERTY INDEMNIFICATION

14.1 **Indemnification Obligation.** Contractor shall indemnify, hold harmless and defend County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees and attorney's fees, as such are incurred, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure or misappropriation, arising from or related to CBIS or other Tasks, Deliverables, goods, services or other Work licensed or acquired hereunder or the operation and utilization of Contractor's work under this Agreement (collectively in this Paragraph 14.0 "Infringement Claim(s)"). Any

legal defense pursuant to Contractor's indemnification obligations under this Paragraph 14.0 shall be conducted by Contractor and performed by counsel selected by Contractor and approved in writing by County (which approval shall not be unreasonably withheld). Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as required by law or this Agreement, County shall be entitled to reimbursement for all such cots and expenses.

14.2 **Procedures.** County shall notify Contractor, in writing, as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure. Upon such notice, Contractor shall, at no cost to County, as remedial measures, either: (i) procure the right, by license or otherwise, for County to continue to use the Software or other tasks, deliverables, goods, Services or other work licensed or acquired hereunder, or part(s) or component(s) thereof, to the same extent of County's license or ownership rights under this Agreement; or (ii) to the extent Contractor is unable to procure such right, replace or modify the Software or other tasks, deliverables, goods, Services or other work licensed or acquired hereunder, or part(s) or component(s) thereof, with another software or product of Services, or part(s) or component(s) thereof, of at least equivalent quality and performance capabilities, in County's determination, until it is determined by County that the Software or other tasks, deliverables, goods, Services or other work licensed or acquired hereunder and all parts and components become non-infringing, non-misappropriating and non-disclosing.

14.3 **Remedial Acts.** If Contractor fails to complete the remedial measures in Subparagraph 14.2 above within forty-five (45) days of the date of the written notice from County or County has not approved in writing (such approval not to be unreasonably withheld) Contractor's plan of completing such remediation, then, County shall have the right to take such remedial acts as County determines to be reasonable to mitigate any impairment of its use of the Software or damages or other costs or expenses (in this Paragraph 14.3, "County's Remedial Acts"). Contractor shall indemnify County under Subparagraph 13.1, Indemnification, for all amounts paid and all direct and indirect costs associated with County's Remedial Acts. Failure by Contractor to pay such amounts within ten (10) days of invoice by County shall, in addition to, and cumulative to all other remedies, entitle County to immediately withhold payments due to Contractor under this Agreement up to the total of the amounts paid in connection with County's Remedial Acts.

## 15.0 BUDGET REDUCTIONS

In the event that the Board adopts, in any fiscal year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and

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

## 16.0 FORCE MAJEURE

Except with respect to defaults of any subcontractors, Contractor shall not be liable for any such excess costs, if its failure to perform the Agreement arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by Contractor or any of Contractor's subcontractors), freight embargoes, or other similar acts to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without any fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. Contractor agrees to use commercially reasonable best efforts to obtain such goods or services from other sources, and to mitigate the damages and reduce the delay caused by any of the above mentioned *force majeure* events. As used in this Paragraph 16.0 (Force Majeure), the term "subcontractor" and "subcontractors" mean subcontractors at any tier

## 17.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

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

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

17.3 County may debar a Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (a) violated a term of a contract, including this Agreement, with County or a nonprofit corporation created by County, (b) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (c) committed an act or offense which indicated a lack of business integrity or business honesty, or (d) made or submitted a false claim against County or any other public entity.

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

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

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

17.7 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

17.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction

of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

17.9 These terms shall also apply to subcontractors of County contractors.

17.10 A listing of Contractors that are currently on the Debarment List for Los Angeles County may be found at the following website:

**http://camispnc.co.la.ca.us/contractsdatabase/reports/SpecializedReports.asp**

## 18.0 COMPLIANCE WITH APPLICABLE LAW

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

18.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 18.0 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel,

and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

## 19.0 FAIR LABOR STANDARDS

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

## 20.0 NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES

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

20.1 Contractor shall certify to, and comply with, the provisions of Contractor's EEO certification, attached as Exhibit D to the Agreement.

20.2 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

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

20.4.1 Title VII, Civil Rights Act of 1964;

20.4.2 Section 504, Rehabilitation Act of 1973;

20.4.3 Age Discrimination Act of 1975;

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

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

And that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Agreement, or under any project, program, or activity supported by the Agreement.

20.5 Contractor shall, with reasonable notice and during regular business hours, allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 20.0 (Nondiscrimination, Affirmative Action, and Assurances) when so requested by County; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. If County finds that any of the provisions of this Paragraph 20.0 (Nondiscrimination, Affirmative Action, and Assurances) have been violated, such violation shall, at the election of County, constitute a material breach of the Agreement upon which County may immediately terminate the Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of the Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations such determination shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of the Agreement. All determinations of violations made pursuant to this Subparagraph 20.5 shall be appealable by Contractor in accordance with applicable laws and regulations, and separately pursuant to the Dispute Resolution Procedures.

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

## 21.0 NONDISCRIMINATION IN SERVICES

Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in accordance with all applicable requirements of Federal and State law. For the purpose of this Paragraph 21.0 (Nondiscrimination in Services), discrimination in the provision of

services may include the following: (a) denying any person any service or benefit or the availability of the facility, (b) providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others, (c) subjecting any person to segregation or separate treatment in any manner related to the receipt of any service, (d) restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit, and (e) treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

## 22.0 EMPLOYMENT ELIGIBILITY VERIFICATION

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

22.2 Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents pursuant to Subparagraph 13.1 (Indemnification) of this Exhibit from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting or professional fees) arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Work hereunder.

## 23.0 HIRING OF EMPLOYEES

Contractor and County agree that, during the Term and for a period of one (1) year thereafter, except with the prior written consent of the other party, neither party shall in any way intentionally induce or solicit and Project Director, Project Manager or other employee, of one party to become an employee or agent of the other party. Notwithstanding the foregoing, County shall be entitled to make offers of employment to employees of Contractor necessary or desirable to perform Work described in the Agreement, in the event that: (a) County has the right to terminate the Agreement pursuant to Paragraph 4.0 (Termination for Insolvency) of this Exhibit, (b) the Agreement is terminated by County due to Contractor's default pursuant to Paragraph 5.0 (Termination for Default) of this Exhibit, (c) without resolution acceptable to both

parties, Contractor and County have followed the Dispute Resolution Procedures, or (d) Contractor either announces the withdrawal of support of, or otherwise no longer provides services County deems essential to, the ongoing support of the Work as applicable.

## 24.0 CONFLICT OF INTEREST

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

24.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the Term. Contractor warrants that it is not now aware of any facts that do or could create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 24.0 shall be material breach of this Agreement.

## 25.0 RE-SOLICITATION OF BIDS, PROPOSALS, OR INFORMATION

25.1 Contractor acknowledges that, prior to the expiration or earlier termination of the Agreement, County, in its discretion, may exercise its right to invite bids, request information, or request proposals for the continued provision of the goods and services delivered or contemplated under the Agreement. County shall make the determination to re-solicit bids, request information, or request proposals in accordance with applicable County policies.

25.2 Contractor acknowledges that County, in its discretion, may enter into a contract for the future provision of goods and services, based upon the bids, information, or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids, request for information, or request for proposals by virtue of its present status as Contractor.

## 26.0 RESTRICTIONS ON LOBBYING

Contractor and each County Lobbyist or County Lobbying Firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyist or County Lobbying Firm retained by Contractor to fully comply with County Lobbyist Ordinance shall constitute a material breach of the Agreement upon which County may immediately terminate or suspend the Agreement.

## 27.0 CONSIDERATION OF HIRING GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT

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

## 28.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

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

## 29.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST

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

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

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

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

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

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

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

31.3 Failure of Contractor to maintain compliance with the requirements set forth in this Paragraph 31.0 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 5.0 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

## 32.0 RECYCLED-CONTENT PAPER

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

## 33.0 COMPLIANCE WITH JURY SERVICE PROGRAM

33.1 Jury Service Program

This Agreement is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit F and incorporated by reference into and made a part of this Agreement.

33.2 Written Employee Jury Service Policy.

33.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the Los Angeles County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the Los Angeles County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employees' regular pay the fees received for jury service.

33.2.2 For purposes of this Paragraph 33.0 (Compliance with Jury Service Program), "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: (a) the lesser number is a recognized industry standard as determined by County, or (b) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Agreement, the subcontractor shall also be subject to the provisions of this Paragraph 33.0 (Compliance with Jury Service Program). The

provisions of this Paragraph 33.0 (Compliance with Jury Service Program) shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

33.2.3 If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Term and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" or that Contractor continues to qualify for an exception to the Jury Service Program.

33.2.4 Contractor's violation of this Paragraph 33.0 (Compliance with Jury Service Program) of this Exhibit may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## 34.0 BACKGROUND AND SECURITY INVESTIGATIONS

34.1 At any time prior to or during the Term, County may require that all Contractor staff, subcontractors and agents of Contractor performing Work under this Agreement undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing Work under this Agreement. County shall use its discretion in determining the method of background investigation to be used, up to and including a County-performed fingerprint security clearance.

34.2 If any of Contractor's staff, subcontractors or agents do not pass the background clearance investigation, County may require that the individual immediately be removed from performing Work at any time during the Term. County will not provide to Contractor or to the individual any information obtained through County's background investigation.

34.3 County may immediately deny or terminate facility access to Contractor's staff, subcontractors or agents who do not pass such investigation(s) to the satisfaction of County, or whose background or conduct is incompatible with County facility access, at the sole discretion of County.

34.4 Disqualification, if any, of Contractor staff, subcontractors or agents pursuant to this Paragraph 34.0 shall not relieve Contractor of its obligations to complete all Work in accordance with the terms and conditions of this Agreement.

## 35.0 INTENTIONALLY OMITTED

## 36.0 INTENTIONALLY OMITTED

## 37.0 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

37.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206, attached hereto as Exhibit H.

## 38.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

38.1 Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 37.0 (Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

## 39.0 FEDERAL EARNED INCOME TAX CREDIT

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

## 40.0 ASSIGNMENT BY CONTRACTOR

40.1 Contractor shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in

its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph 40.1, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties, and which may be executed by the Sheriff, on behalf of County with the written concurrence of County Counsel. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, as County's sole discretion, against the claims which Contractor may have against County.

40.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person, corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with Paragraph 40.1 of this Exhibit.

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

## 41.0 INDEPENDENT CONTRACTOR STATUS

41.1 The Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent Contractor.

41.2 County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

41.3 Contractor understands and agrees that all persons performing Work pursuant to the Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. County shall have no

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

41.4 Contractor shall adhere to the provisions stated in Paragraph 3.0, Confidentiality.

## 42.0 RECORDS AND AUDITS

42.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to the Agreement, including any termination hereof, in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of the Agreement. Contractor agrees that County, or its authorized representatives, shall, with reasonable notice and during regular business hours, have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records of Contractor relating to the Agreement. Should the examination and audit be performed by a non-County entity or should a non-County entity be requested by County to review information received pursuant to an audit or examination under this Paragraph 42.0 (Records and Audits), Contractor may require the non-County examiner or auditor, as the case may be, to execute a nondisclosure contract prior to any disclosure. The nondisclosure Contract shall limit the non-County entity's use of information received or reviewed in connection with the examination and audit to work performed specifically for the benefit of County. All such material, including all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, shall be kept and maintained by Contractor and shall be made available to County during the Term of the Agreement and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then at Contractor's option, Contractor shall either (a) provide County with access to such material at a mutually agreed upon location inside Los Angeles County, or (b) pay County for travel, per diem, and other costs and expenses incurred by County to examine, audit, excerpt, copy or transcribe such material at such outside location.

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

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

42.4 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 42.0 shall constitute a material breach upon which County may terminate or suspend this Agreement.

## 43.0 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES

Contractor shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditation, and certificates required by all Federal, State, and local laws, ordinances, rules, and regulations, which are applicable to Contractor's services under the Agreement. Contractor shall further ensure that all of its officers, employees, and agents who perform services hereunder, shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditation, and certificates which are applicable to their performance hereunder. If and to the extent requested by County, Contractor shall provide copy of each such license, permit, registration, accreditation, and certificate, in duplicate, to Mona Whittouck, Manager, Sheriff's Department Contracts Administration, 4700 Ramona Boulevard, Monterey Park, CA 91754-2169.

## 44.0 NO THIRD PARTY BENEFICIARIES

Notwithstanding any other provision of the Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of the Agreement, except that this Paragraph 44.0 (No Third Party Beneficiaries) shall not be construed to diminish Contractor's indemnification obligations hereunder.

## 45.0 MOST FAVORED PUBLIC ENTITY

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

## 46.0 COUNTY'S QUALITY ASSURANCE PLAN

Contractor shall have an ongoing system of quality assurance and improvement, and shall keep quality control records and records of inspections conducted by Contractor. These records must include, but are not limited to, time a problem was first identified, clear description of the problem, including corrective action taken, and time elapsed between identification and completed corrective action.

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

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

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

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

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

## 49.0 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF AGREEMENT

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

## 50.0 SAFELY SURRENDERED BABY LAW

### 50.1 Notice to Employees

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

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

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

## 51.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

## 52.0 PUBLIC RECORDS ACT

52.1 Any documents submitted by Contractor, all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records, pursuant to Paragraph 42.0 (Records and Audits) of this Agreement; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Agreement, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary," and which meet the definition of "Trade Secret" in California Evidence Code Section 1061. 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.

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

## 53.0 TRANSITIONAL JOB OPPORTUNITES PREFERENCE PROGRAM

This Agreement is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

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

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subjected to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

## 54.0 WAIVER

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

## 55.0 GOVERNING LAW, JURISDICTION, AND VENUE

The Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California applicable to contracts made and to be performed within that state. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California (except with respect to claims that are subject to exclusive Federal subject matter jurisdiction, as to which Contractor agrees and consents to the exclusive jurisdiction of the United States District Court of the Central District of California) for all purposes regarding the Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the Central District of the Superior Court for the County of Los Angeles, California.

## 56.0 SEVERABILITY

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

## 57.0 RIGHTS AND REMEDIES

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

## 58.0 NON EXCLUSIVITY

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

## 59.0 FACSIMILE

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

## 60.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

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

60.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

60.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

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

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

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

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

* * * * *

# EXHIBIT B
# STATEMENT OF WORK

## 1.0 INTRODUCTION

### 1.1 Overview

This Statement of Work defines the Tasks and Deliverables required of Contractor for the provision, implementation, hosting, maintenance, and support of an interactive web-accessible Community-Based Information System (CBIS) solution for the Los Angeles County Sheriff's Department (Department). The CBIS solution shall be a web-based application that provides demographic, health, economic, resource, and other community data to assist the Los Angeles County Sheriff's Department, Field Operations Region II, Community Oriented Policing Services (COPS) Bureau, in the identification of anti-gang needs and the development of community-based strategies to address gang-related problems. The CBIS solution shall be based upon an interactive GIS (Geographical Information System) platform to provide the Department as well as other law enforcement agencies (Participating Agencies) in Los Angeles and Orange counties access to community data.

Contractor shall provide existing web-based mapping application software, hosted and maintained on Contractor's website that will be extended and customized, as required, to create, compile, and maintain a database for use by the Department and other Participating Agencies. Specific tasks include, but are not limited to, project planning, confirmation of requirements, configuration and implementation of the application, testing, training, documentation, and implementation support. As specified in this Statement of Work, Contractor shall also be responsible for application maintenance and support subsequent to implementation of the CBIS solution.

Although Participating Agencies will provide the User Network infrastructure and End-User Hardware devices, Contractor shall provide all required Server Hardware, Operating System Software, and Application Software at their Data Center.

Any terms with the initial letter capitalized, which are not defined herein, shall have the meanings given to them in Paragraph 2, Definitions, of the Agreement.

### 1.2 Goals and Objectives

Goals and objectives of the CBIS include the following:

- *Improve the development of crime/gang strategies through the analysis of socio-economic data at the neighbor level;*
- *Provide better coordination of anti-gang services in the community resulting in a more comprehensive approach to reducing gang violence;*

- *Improve relations between law enforcement and community;*
- *Develop a geographical-based database that can be used by all local law enforcement agencies to address gang problems;*
- *Provide a flexible system that provides for the import and export of data sets useful to the law enforcement community; and*
- *Minimize development time and costs by building upon an existing system with GIS mapping capability.*

## 1.3 Success Factors

Critical success factors for this CBIS project include the following:

- *Executive sponsorship for this project remains strong throughout the system development life cycle;*
- *Adequate technical support resources and the network infrastructure are made available by the Department;*
- *Full cooperation and participation of LA and Orange County authorized criminal justice agencies throughout the life of the project;*
- *Deliverables are reviewed and approved without unreasonable delay;*
- *End user participation in identifying requirements, acceptance testing, and implementing CBIS are available as required throughout the life of the project;*
- *New and improved business processes are incorporated into the day-to-day operation of CBIS as an integral part of implementation;*
- *Scope control is maintained throughout the life of the project.*

## 1.4 CBIS Project Governance

This CBIS project will be governed by the CBIS Project Steering Committee/Advisory Committee (Project Steering Committee). All work activities related to project will be managed by the CBIS Project Team, which is managed by the County Project Manager.

## 2.0 TASKS AND DELIVERABLES

### *Task 1 Project Planning and Management*

Throughout the Term of the Agreement, under the direction of the County Project Director, Contractor shall apply requisite technical and management skills and techniques to assure satisfactory, timely completion of project milestones, and establish a project control and reporting system which will provide routine and realistic assessments of progress against the approved Project Control Document's milestones and detailed work plan.

Task 1.1 Develop Project Control Document (PCD)

Contractor shall develop a PCD for Contractor and Department tasks, deliverables, and milestones. Each task to be performed by both Contractor and COPS Bureau and other Department staff must be specifically addressed in the PCD.

The PCD shall include the order in which the tasks and sub-tasks will be performed and the order in which the deliverables will be produced. The PCD shall include, at a minimum, the following:

- Work Breakdown Structure
- Installation Plan
- Requirements Review
- Configuration Plan
- Test Plan
- Training Plan
- Implementation Plan
- Production / Support plan
- Status Reporting
- Issue Escalation and Resolution
- Deliverable Review and Approval
- Change Control Management

Task 1.2. Ongoing Project Management

Contractor shall be required to manage project activities and resources and track project status. This shall include managing and tracking all issues. Contractor shall report project status on a bi-weekly basis through a Project Status Report. The Project Status Report shall be prepared on a bi-weekly basis and be presented to the County Project Manager. The report shall cover, at a minimum, project progress, plans, and outstanding issues. Contractor shall particpate in monthly Project Steering Committee meetings to include a review of project accomplishments, issues, risks, and any delayed tasks/deliverables.

The Project Status Report shall include the following:

- Executive Summary – highlighting key accomplishments and issues
- Tasks completed
- Tasks delayed
- Upcoming Tasks
- Issue Log
- Deliverable Status
- Updated Detailed Work Plan

Deliverables

1.1 Project Control Document (PCD)
1.2 Project Status Reports/Ongoing Project Management

### *Task 2 Establish Test Environments*

In support of the development of Customizations of the Core Application Software and subsequent testing, Contractor shall establish the Test Environments for system testing and user acceptance testing.

Task 2.1 Configure the Test Environments

Contractor shall install the Core Application Software, data set-up, and any Third-Party Software or toolsets which will be used for development and testing. Contractor shall configure the Test Environments, including System Integration Test and User Acceptance Test environments. Upon completion of this Task, Test Environments shall be established to support the development of Customizations, system testing, and user acceptance testing.

Deliverables

2.1 Test Environments Configured and Ready for Testing

### *Task 3 Requirements Review and Confirmation*

Task 3.1 Review and Confirm Requirements with Key Users

The specified requirements for CBIS will be reviewed, confirmed, and clarified by County. The review process will be conducted with the CBIS Project Team and key users to clarify expectations of the System including specific demographic and community data elements, geocode data, and navigation requirements. The

specific customization requirements of Contractor's Application Software shall be specified. This process will finalize the integration of the CBIS database with other systems of law enforcement agencies in both Los Angeles and Orange Counties.

Deliverables:

3.1 Technical Specifications and Requirements Confirmation Report

***Task 4 Installation of Application Software***

Task 4.1 Modify Core Application

Contractor shall modify the Core Application Software and customize the front-end user interface consistent with the required functional Specifications, by providing any required Customizations as identified in the Technical Specifications and Requirements Confirmation Report and the Functional and Technical Requirements, Exhibit B-1. Screen design and navigation between screens shall be modified as required by County.

Task 4.2 Install Application Software

Contractor shall install the Application Software, including the Core Application Software, Customizations, and Third Party Software, in the Server Environment consistent with the requirements and Specifications set forth in this SOW, the Functional and Technical Requirements in Exhibit B-1, and the PCD. An initial security test and audit shall also be conducted as part of this Task.

Deliverables

4.1 Customized Core Application Software
4.2 Installed Application Software

## *Task 5 CBIS Implementation*

Task 5.1 Build Production Data

Based upon the documented requirements and specifications, Contractor shall identify and collect the required anti-gang datasets (Data) as set forth in the Functional and Technical Requirements in Exhibit B-1. Contractor shall then clean and format the datasets. The back-end database shall be modified to incorporate the new data structures. This Task shall include the construction of mechanisms to maintain the datasets subsequent to implementation.

Task 5.2 Set Up System Environment

Contractor shall set up the System Environment to be ready for testing of the Application Software. As appropriate, prototyping of screen displays and navigation with representatives of the CBIS Project Team and from the law enforcement user community will be conducted. The period during which display and navigation user customization are to be received, reviewed, and approved for implementation shall be restricted to two review cycles, over a period of not to exceed 8 weeks.

Deliverables

5.1 Data Prepared for Production Use
5.2 Fully Configured Application Software

## *Task 6 Acceptance Tests*

The testing process ensures that all components of the System Environment are thoroughly tested and that the implemented solution consists of high quality and reliable software and hardware. The System Integration Test and the User Acceptance Test (Acceptance Tests) will be conducted in the Test Environment as part of this set of Tasks and Deliverables. The initial plan to conduct testing as specified in the PCD will be revised, as required. Subsequently, the Test Plan will be finalized to meet the requirements of, and implemented for the System Integration Test and User Acceptance Test performed, and test results documented. The documented test results shall be presented to County in the form of a Results Report.

Task 6.1 Review / Revise Test Plan

Contractor shall update the CBIS Test Plan in the PCD and identify the specific testing activities to occur. The Test Plan will include activities, such as preparing test scenarios, that will be required as part of the testing process. The Test Plan shall include the following types of testing as defined in this Task:

- System Integration Test
- User Acceptance Test

Task 6.2 Conduct System Integration Test

Contractor shall prepare for and conduct the System Integration Test, consisting of integrated testing of all components of the Application Software, Operating System Software, System Server Hardware, and User Environment. All Customizations of the Application Software shall also be included in the Systems Integration Testing. This Task includes the development of test scenarios and test sequences, conducting of the test, and documenting test results. Regression testing, subsequent to the correction of any identified defects, is part of this Task. Based upon the results of these tests, Contractor shall make any changes required, and shall re-test to confirm these changes. Contractor shall certify, in writing, that the System Integration Test has been successfully completed, and that Contractor has successfully completed all required corrective actions.

Task 6.3 Support User Acceptance Test

Contractor shall assist and support the CBIS Project Team with performing the User Acceptance Test. The CBIS Project Team in conjunction with specified users will execute the test scenarios with Contractor's assistance. Defects identified and documented by the CBIS Project Team shall be corrected by Contractor in a reasonable time that will be, based on the circumstances, specified by the County Project Director. After all problems and Deficiencies are corrected, as determined by County, a final User Acceptance Test shall be conducted by the CBIS Project Team. Contractor and the County Project Director shall certify, in writing, that the User Acceptance Test has been completed, the System is acceptable, and that the System is ready for implementation.

Deliverables
6.1 Revised Test Plan
6.2 System Integration Test Results Report
6.3 User Acceptance Test Results Report

## *Task 7 Training and Documentation*

The training and Documentation process shall be designed to ensure that required training and documentation is prepared and delivered. Training materials shall be made available to support on-going training requirements. Documentation to support operation of the System and user reference material shall also be provided.

Task 7.1 Prepare and Deliver Training

Based upon the training requirements and the Training Plan, Contractor shall conduct CBIS training requested or required by County and provide necessary training materials for trained users. The training environment and a training database shall be established by Contractor. Contractor shall provide four (4) "train the trainer" training sessions.

Task 7.2 Produce Technical and User Documentation

Contractor shall provide the following user and technical Documentation:

- User manuals and on-line documentation available for distribution.
- Technical documentation for all aspects of the System operation.

Deliverables

7.1 Prepared training material and completed training sessions
7.2 Delivered technical and user Documentation

## *Task 8 Transition to Production*

Contractor shall provide services to create the Production Environment using the hardware and software required for the solution that was provided by Contractor.

Task 8.1 Update Implementation Plan

This Task is an update to the Implementation Plan originally documented in the PCD. The overall strategy for the transition to Production Use shall be clearly identified. Additionally, the tasks and time frames for the transition will be reviewed and revised as necessary.

Task 8.2 Prepare System Environment

Contractor shall assist the CBIS Project Team in setting up the profiles, security, entering the initial users, and testing the user accounts to ensure security and access as specified.

Task 8.3 Cutover to Production

Contractor shall perform and complete the System cutover to Production Environment (Cutover to Production), including migration of a configured and tested System, populating and loading permanent Data to the System, and

testing the integrity of such Data. As a part of the Cutover to Production, Contractor shall provide technical assistance to the CBIS Project Team making this transition. Upon completion of this Task, CBIS shall be in full Production Use with all planned functionality.

Task 8.4 System Acceptance

Contractor shall achieve System Acceptance on or before the date specified in the PCD upon the successful completion of the following:

- Cutover to Production;
- Completion and delivery of all Work and testing protocols associated with System Acceptance;
- Successful implementation of all functions and features and successful achievement of all testing protocols consistent with all Specifications have been verified by Contractor;
- County Project Director has provided Contractor with written approval of Contractor's achievement of System Acceptance; and
- All System functions have been installed, provided, and operated with no material Deficiencies for one continuous, uninterrupted ninety (90) day period.

Deliverables

8.1 Updated Implementation Plan
8.2 Prepared System Environment
8.3 System in Full Production Use
8.4 System Acceptance

## *Task 9 System Warranty, Maintenance and Support*

System Warranty and Maintenance and Support consist of those activities related to warranty, correction of Deficiencies, and System enhancements subsequent to the System going into production. The levels of support that will be provided by Contractor, including warranty, are defined below.

Task 9.1 Provide System Warranty

Contractor shall provide System Warranty support for ninety (90) days from the date of System Acceptance (System Warranty Period), as may be extended pursuant to Paragraph 14, Warranty, of the body of the Agreement, at no additional cost to County. Warranty support shall include but not be limited to the Maintenance and Support services described in Task 9.2 below. At the end of the System Warranty Period, the System shall achieve Final System Acceptance.

Task 9.2 Provide Maintenance and Support

Commencing upon System Acceptance and for a period of one (1) year from Final System Acceptance (Initial Maintenance and Support Period), Contractor shall provide Maintenance and Support services at no cost to County beyond the cost of System implementation. The annual Maintenance and Support may be renewed at the option of the Sheriff or his designee. Maintenance and Support shall include but shall not be limited to the following:

- Maintenance: Maintenance services shall include provision of Updates to keep current with Contractor's technology standards, industry standards, upgrades, enhancements, updates, regulatory and statutory changes, patches, bug fixes and other updates to the Application Software required to maintain the Application Software conformance with the Specifications. Maintenance shall also include (1) the provision of updated data for the required data sets as such data becomes available and (2) the uploading of new data and data sets provided by the Department.
- Support: Contractor shall (i) provide operational support for the System, including without limitation, on-line and/or telephone technical support (Help Desk) for all System problems available during normal business hours, from 8:00 a.m. to 5:00 p.m., with one (1) hour or less response time, and (ii) correct any and all Deficiencies.

CBIS project staff responsibilities shall include:

- Provide Contractor with timely notification of any problems

Contractor shall track Application Software defects and other Deficiencies and have software patches released periodically to address these defects or other Deficiencies as part of the System Warranty and on-going Maintenance and Support services.

Deliverables

9.1 90-Day System Warranty Support
9.2 One year Maintenance and Support, which may be extended at the option of the Sheriff or his designee

## 3.0 PROJECT ASSUMPTIONS

The following project assumptions apply to this Statement of Work:

1. To the extent possible and consistent with Department business requirements, the Department will minimize the requirement for custom software modifications or enhancements to Contractor's Core Application Software.

2. Contractor staff shall perform development work at Contractor's site, but other work may be performed on-site at designated County project facilities unless otherwise authorized in writing by County Project Manager.

3. Contractor shall be responsible for providing all computing devices and software (e.g. Microsoft Office and Microsoft Project) for its staff.

4. To the extent that it is reasonable, complete Deliverable drafts submitted for County Project Manager review will undergo an iteration of feedback and revisions, provided that Contractor has adequately addressed the Department's written comments and feedback.

5. County Project Manager shall have no less than five (5) business days to review each Deliverable and provide written comments to Contractor. Contractor shall specify the planned review cycle for each Deliverable in the Project Control Document.

# Exhibit B-1

# FUNCTIONAL AND TECHNICAL REQUIREMENTS

# FUNCTIONAL AND TECHNICAL REQUIREMENTS
# COMMUNITY-BASED INFORMATION SYSTEM (CBIS)

**County of Los Angeles**
**Sheriff's Department**
**Requirements Matrix**

| Reference Number | Functional and Technical Requirements |
|---|---|
| R 1.00 | Proposer shall provide existing application software that functions on an interactive GIS mapping platform that can display local community-based data for Los Angeles and Orange counties in an easy-to-read format. |
| R 2.00 | Proposer shall have at least 3 years experience in the implemenation and maintenance of mapping application software solutions as identified in this RFP. |
| R 3.00 | The existing application software shall have been successfully implemented with web-based access at one or more public entities for at least one (1) year. |
| R 4.00 | The system shall provide secure web-based access to justice agency personnel in Los Angeles and Orange counties from any PC device with internet access. |
| R 5.00 | The data sets shall be subdivided by and the information searchable by the following geographical boundaries: (1) address or intersection, (2) zip code, (3) city, (4) county, (5) census boundaries, (6) SPA, (7) county health districts, (8) political boundaries, (9) LAUSD school attendance boundaries, and (10) DCFS boundaries. |
| R 6.00 | The geographical data sets shall support the capability of being subdivided into police districts. |
| R 7.00 | The application database shall include 2008 demographic and education data at the local community/neighborhood level consisting of, but not limited to, the following (1) population - native born, naturalized, not a citizen, (2) families, (3) age, (4) ethnicity/race, (5) educational attainment-less than 9th grade, 9-12th no diploma, high school with diploma, some college, AA, BA, advanced degree, (6) language spoken at home-English, Spanish, Asian & Pacific Islander languages, other, (7) educational programs, (8) educational support services, and (9) registered voters. Data sources, currency of data, and update cycles shall be identified for these data. |

# FUNCTIONAL AND TECHNICAL REQUIREMENTS
# COMMUNITY-BASED INFORMATION SYSTEM (CBIS)

**County of Los Angeles**
**Sheriff's Department**
**Requirements Matrix**

| Reference Number | Functional and Technical Requirements |
|---|---|
| R 8.00 | The application database shall include current health resource data at the local community/neighborhood level consisting of, but not limited to the following: (1) percent of adults 18-64 uninsured, (2) births, (3) births by mother's ethnicity/race, (4) births by mother's age, (5) health care, (6) emergency medical care, (7) general medical care, (8) health screening diagnostic services, (9) inpatient health facilities, (10) outpatient health facilities, (11) rehabilitation services, (12) specialized treatment, and (13) substance abuse services. Data sources, currency of data, and update cycles shall be identified for these data. |
| R 9.00 | The application database shall include current employment and income statistical data at the local community/neighborhood level consisting of, but not limited to, the following: (1) employment status, (2) employment status by gender, (3) employment status of two parent household with children, (4) employment status of one parent household with children, (5) employment by industry, (6) income security, (7) public assistance programs, (8) social security programs, (9) income level, (10) household income, (11) median household income, (12) persons living in poverty, (13) persons living in poverty by age, (14) ration of income to poverty level, and (15) families in poverty. Data sources, currency of data, and update cycles shall be identified for these data. |
| R 10.00 | The application database shall include housing statistical data at the local community/neighborhood level consisting of, but not limited to, the following: (1) number of housing units, (2) occupied vs vacant housing units, (3) renter vs owner occupied, (4) gross rent, (5) median gross rent, and (6) rent as percent income. Data sources, currency of data, and update cycles shall be identified for these data. |
| R 11.00 | The application database shall include death and firearms data at the local community/neighborhood level consisting of, but not limited to, the following: (1) deaths by gender, (2) deaths by age, (3) causes of death, (4) firearms deaths, (5) firearms deaths per 100,000, and (6) firearm injuries (inpatient). Data sources, currency of data, and update cycles shall be identified for these data. |
| R 12.00 | The application database shall include mental health care and counseling data at the local community/neighborhood level consisting of, but not limited to, the following: (1) counseling approaches, (2) counseling settings, (3) mental health facilities, (4) outpatient mental health care, (5) psychiatric support services, and (6) special psychiatric programs. Data sources, currency of data, and update cycles shall be identified for these data. |

# FUNCTIONAL AND TECHNICAL REQUIREMENTS
# COMMUNITY-BASED INFORMATION SYSTEM (CBIS)

**County of Los Angeles**
**Sheriff's Department**
**Requirements Matrix**

| Reference Number | Functional and Technical Requirements |
|---|---|
| R 13.00 | The application database shall include WIC Particpant (or proxy) data at the local community/neighborhood level consisting of, but not limited to, the following: (1) ethnicity/race, (2) preferred language, (3) years of education, (4) poverty level, (5) children's health, and (6) women's health. Data sources, currency of data, and update cycles shall be identified for these data. |
| R 14.00 | The application database shall include basic needs data at the local community/neighborhood level consisting of, but not limited to, the following: (1) food needs, (2) housing/shelter, (3) material goods, (4) temporary financial aid, and (5) transportation. Data sources, currency of data, and update cycles shall be identified for these data. |
| R 15.00 | The application database shall include organizational/community/international services data at the local community/neighborhood level consisting of, but not limited to, the following: (1) arts and culture, (2) community economic development, (3) community groups, (4) community services, (5) disaster services, (6) information services, (7) international affairs, (8) occupational and professional associations, and organizational development. Data sources, currency of data, and update cycles shall be identified for these data. |
| R 16.00 | The application database shall include criminal justice & legal services data at the local community/neighborhood level consisting of, but not limited to, the following: (1) courts, (2) criminal correctional facilities, (3) judicial services, (4) law enforcement agencies and services, (5) legal assistance, (6) legal education/information, (7) legal services, and (8) tax organizations. Data sources, currency of data, and update cycles shall be identified for these data. |
| R 17.00 | The application database shall include individual and family life data at the local community/neighborhood level consisting of, but not limited to, the following: (1) death certification/burial arrangements, (2) family surrogate/alternative living services, (3) individual and family support services, (4) leisure activities, (5) social development and enrichment, (6) spiritual enrichment, and (7) volunteer opportunities. Data sources, currency of data, and update cycles shall be identified for these data. |

# FUNCTIONAL AND TECHNICAL REQUIREMENTS
# COMMUNITY-BASED INFORMATION SYSTEM (CBIS)

**County of Los Angeles**
**Sheriff's Department**
**Requirements Matrix**

| Reference Number | Functional and Technical Requirements |
|---|---|
| R 18.00 | The application database shall include social service and other resource data including, but not limited to, schools, parks, recreational facilities, and faith organizations at the local community/neighborhood level. Data sources, currency of data, and update cycles shall be identified for these data. |
| R 19.00 | The application database shall support the following additional datasets: (1) gang injunction areas, (2) number of liquor stores, (3) section 8 housing, (4) upcoming prevention/intervention/reentry training entered by project manager, (5) dropout rates, (6) truancy rates, and (7) average test scores by grade and school. Data sources, currency of data, and update cycles shall be identified for these data. |
| R 20.00 | The system shall have the capability for system administrators to provide proposer with new data sets and data points that can be inserted into the application database. Data sets to be imported shall be provided in a standard ASCII format with delimited data. |
| R 21.00 | The system shall be capable of exporting (downloading) data for local analysis purposes in a standard ASCII format with delimited data. |
| R 22.00 | The application user interface, including screen design and navigation, shall be customizable. |
| R 23.00 | The application shall be hosted in the server environment at the proposer's Data Center. |
| R 24.00 | The application shall be available through web-based access on a 7/24 basis other than scheduled downtime for system maintenance. |
| R 25.00 | The system requires secure access including user ID's and passwords and the system shall maintain audit logs of users accessing the system, minimally including user ID and date/time stamp of log on and log off times. |

# FUNCTIONAL AND TECHNICAL REQUIREMENTS
# COMMUNITY-BASED INFORMATION SYSTEM (CBIS)

**County of Los Angeles**
**Sheriff's Department**
**Requirements Matrix**

| Reference Number | Functional and Technical Requirements |
|---|---|
| R 26.00 | The system shall be capable of generating hard-copy output as well as on-line query. |
| R 27.00 | The existing application software shall be configurable and customizable to meet the user requirements as identifed. |
| R 28.00 | The proposer shall provide Help Desk support during regular business hours, Monday through Friday, 8:00 AM until 5:00 PM. |
| R 29.00 | The system shall be capable of supporting up to 1,000 concurrent users, inclusive of all users in Los Angeles County and Orange County. |
| R 30.00 | The system shall provide the capability of generating summary statistical and management reports based upon user-defined parameters. |
| R 31.00 | The system shall be designed in a fashion that permits future expansion to other regions within California. |
| R 32.00 | All passwords and other sensitive data shall be encrypted while traversing the internet. |

# *Exhibit C*

# *Price Sheet and Schedule of Payments*

## CBIS PRICE SHEET & SCHEDULE OF PAYMENTS EXHIBIT C

| | Tasks and Deliverables | Fixed Rate | | Notes |
|---|---|---|---|---|
| Task 1 | Project Planning and Management | $24,000 | | 160 hours @ $150/hr |
| Task 2 | Establish Test Environments | $6,000 | | 40 hours @ $150/hr |
| Task 3 | Requirements Review and Confirmation | $6,000 | | 40 hours @ $150/hr |
| Task 4 | Installation of Application Software | 63,900 | | 426 hours @ $150/hr |
| Task 5 | CBIS Implementation | $36,000 | | 240 hours @ $150/hr |
| Task 6 | Acceptance Tests | $15,000 | | 100 hours @ $150/hr |
| Task 7 | Training and Documentation | $36,000 | | 240 hours @ $150/hr |
| Task 8 | Transition to Production | N/C - 0-hrs | | $150/hr |
| Task 9 | System Warranty, Maintenance and Support* | N/C | | |
| | **Subtotal: System Implementation Cost** | $186,900 | | Cost cannot exceed $186,904 |
| | Maintenance & Support Option Year 1* | $36,000 | | 240 hours @ $150/hr |
| | Maintenance & Support Option Year 2* | $36,000 | | 240 hours @ $150/hr |
| | Maintenance & Support Option Year 3* | $36,000 | | 240 hours @ $150/hr |
| | **GRAND TOTAL** | **$294,900** | | |
| | *Rates inclusive of any and all License fees | | | |

# CONTRACTOR'S EEO CERTIFICATION

Contractor Name: The Advancement Project/Healthy City

Address: 1541 Wilshire Boulevard, Suite 508, Los Angeles, CA 90017

Internal Revenue Service Employer Identification Number: 95-483520

## GENERAL CERTIFICATION

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

## CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Authorized Official's Printed Name and Title: John Kim, Co-Director

Authorized Official's Signature: _____ Date: _____

# *Exhibit E1*

# *Contractor's Employee Acknowledgement and Confidentiality Agreement*

# CONTRACTOR EMPLOYEE ACKNOWLEDGMENT 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. _____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGMENT:

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 and criminal records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer _____

Contractor Name _____ Contract No. _____

Employee Name_____

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

I agree to keep confidential all health, criminal, and all data and information pertaining to persons and/or entities receiving services from the County, 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: ____/____/____

PRINTED NAME: _____

POSITION: _____

# *Exhibit E2*

# *Contractor Non-Employee Acknowledgment and Confidentiality Agreement*

# CONTRACTOR NON-EMPLOYEE ACKNOWLEDGMENT 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 Acknowledgment and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGMENT:

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, and criminal 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 information pertaining to persons and/or entities receiving services from the County, 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: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE



## 2.203.010 Findings.

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

## 2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

## 2.203.030 Applicability.

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

## 2.203.040 Contractor Jury Service Policy.

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

## 2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

## 2.203.060 Enforcement and Remedies.

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

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

## 2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

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

## 2.203.090. Severability.

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

EXHIBIT G

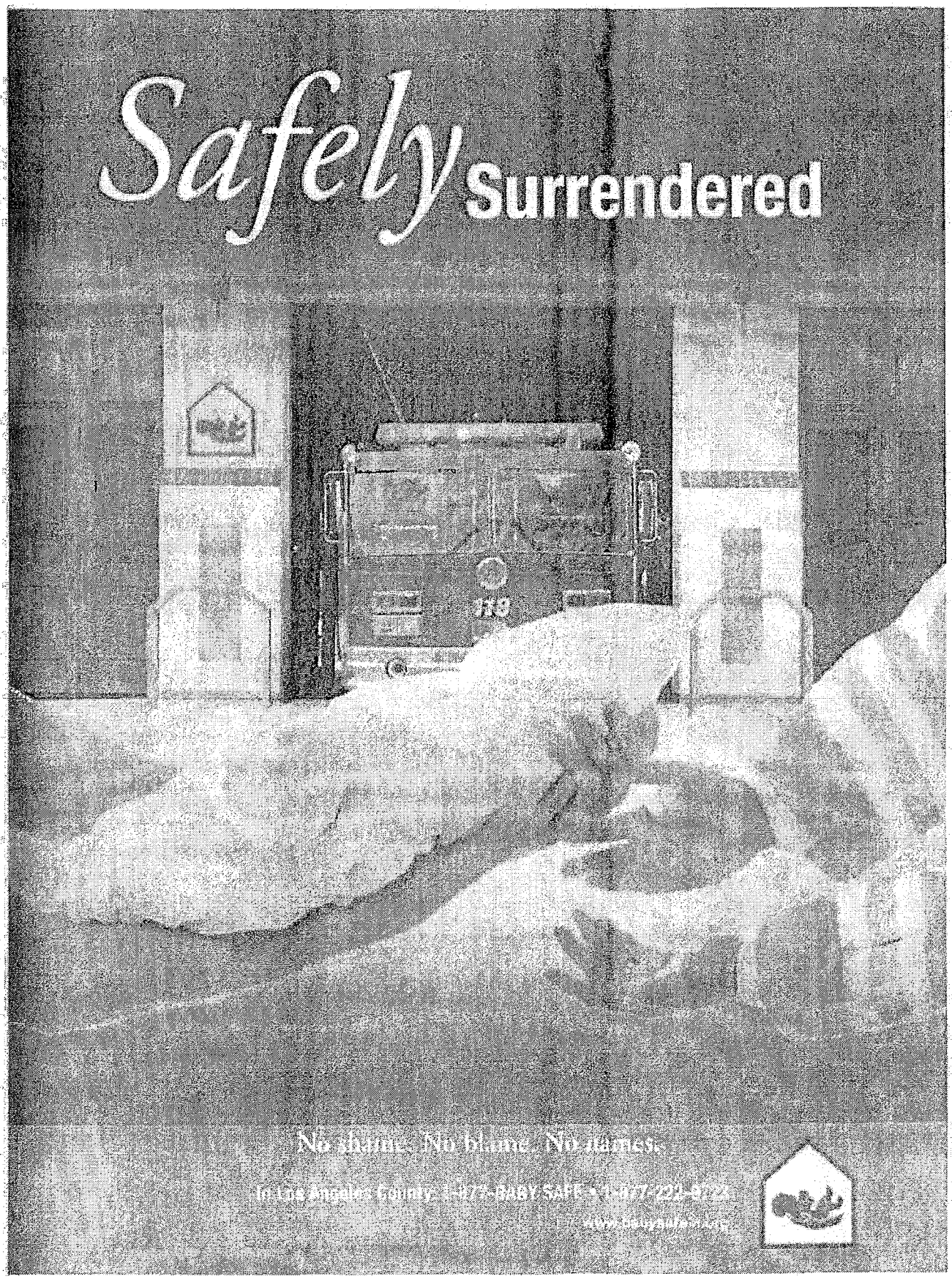
Safely surrendered
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

EXHIBIT G

In Los Angeles County, 1-877-BABY SAFE (1-877-222-9723)
www.babysafela.org

# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

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

## How does it work?

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

## What if a parent wants the baby back?

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

## Can only a parent bring in the baby?

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

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

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

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

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

## What happens to the baby?

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

## What happens to the parent or surrendering adult?

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

## Why is California doing this?

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

## A baby's story

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

EXHIBIT G

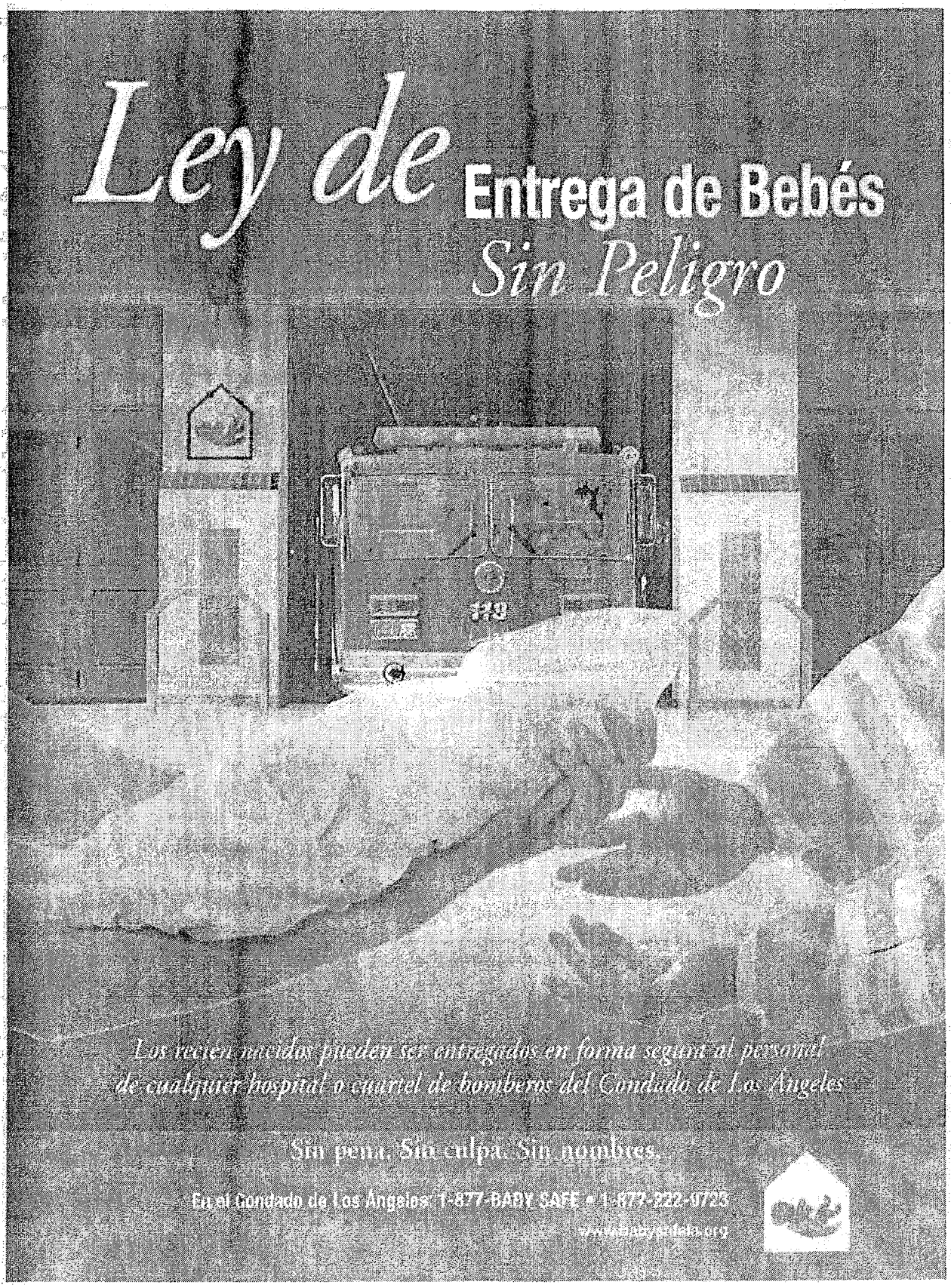
Ley de Entrega de Bebés
Sin Peligro
Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Angeles
Sin pena. Sin culpa. Sin nombres.
En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

EXHIBIT I

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

# *Ley de* Entrega de Bebés *Sin Peligro*

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

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

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

### ¿Cómo funciona?

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

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

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

### ¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

### ¿Qué pasará con el bebé?

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

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

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

### ¿Por qué se está haciendo esto en California? ?

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

## *Historia de un bebé*

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

# REQUIRED FORMS __ EXHIBIT H

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

| | | |
|---|---|---|
| Company Name: Advancement Project/ Healthy City | | |
| Company Address: 1541 Wilshire Boulevard, Suite 508 | | |
| City: Los Angeles | State: CA | Zip Code: 90017 |
| Telephone Number: | Email address: jkim@advanceproj.org | |
| Contract For COMMUNITY-BASED INFORMATION SYSTEM Services: | | |

The Contractor certifies that:

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

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

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

**- OR -**

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

_____

_____

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

| | |
|---|---|
| Print Name: JOHN KIM | Title: CO-DIRECTOR |
| Signature: | Date: |

Date: _____

# Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

## 2.206.010 Findings and declarations.

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

## 2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.

B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.

C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.

D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.

E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.

G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

## 2.206.030 Applicability.

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

## 2.206.040 Required solicitation and contract language.

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

A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;

B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and

C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

## 2.206.050 Administration and compliance certification.

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.

B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.060 Exclusions/Exemptions.**

A. This chapter shall not apply to the following contracts:
1. Chief Executive Office delegated authority agreements under $50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
6. Purchase orders issued by Internal Services Department under $100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
12. A non-agreement purchase worth a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.070 Enforcement and remedies.**

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

**2.206.080 Severability.**

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

# CIO ANALYSIS

**APPROVAL OF AGREEMENT WITH THE ADVANCEMENT PROJECT FOR A COMMUNITY-BASED INFORMATION SYSTEM (CBIS)**

**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: 2 Yrs. # of Options: Three 1-Yr terms

**Contract Components:**

☐ Software ☐ Hardware ☐ Telecommunications
☒ Professional Services

**Project Executive Sponsor:** Chief Cecil W. Rhambo, Field Operations Region II

**Budget Information :**

| | |
|---|---|
| Y-T-D Contract Expenditures | $ 0 |
| Requested Contract Amount | $294,900 |
| Aggregate Contract Amount | $294,900 |

**Project Background:**

| Yes | No | Question |
|---|---|---|
| ☐ | ☒ | Is this project legislatively mandated? |
| ☒ | ☐ | Is this project subvented? If yes, what percentage is offset? This project is 100% funded by a grant award from the California Emergency Management Agency (Cal-EMA). |
| ☐ | ☒ | Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved. This system will be used by LASD, as well as participating law enforcement agencies in Los Angeles and Orange Counties. |

**Strategic Alignment:**

| Yes | No | Question |
|---|---|---|
| ☒ | ☐ | Is this project in alignment with the County of Los Angeles Strategic Plan? The services provided under this Amendment will assist the Sheriff's Department in maintaining the modules implemented in JIMS Phase I in support of the County's Strategic Goal 2 – Work Force Excellence. |
| ☒ | ☐ | Is this project consistent with the currently approved Department Business Automation Plan? This project was identified in the Sheriff's FY 2008-09 Business Automation Plan. |

| Yes | No | Question |
|---|---|---|
| ☒ | ☐ | Does the project's technology solution comply with County of Los Angeles IT Directions Document? The CBIS Project complies with the IT Directions document by utilizing web-based enterprise solutions to meet department needs. |
| ☒ | ☐ | Does the project technology solution comply with preferred County of Los Angeles IT Standards? CBIS utilizes web-based technologies. |
| ☒ | ☐ | This contract and/or project and its milestone deliverables must be entered into the Information Technology Tracking System (ITTS). |

**Project/Contract Description:**

The Los Angeles County Sheriff's Department (Sheriff) is seeking Board approval for a grant-funded Agreement (Agreement) with Health City, a program of the Advancement Project, to implement and host an Internet solution to support the development of community-based gang intervention strategies.

**Background:**

The Community-Based Information System (CBIS) project is a multi-jurisdictional project led by the Sheriff's Department to provide law enforcement agencies in Los Angeles County and Orange County with access to socio-economic and demographic map-based information to assist in the developing gang-intervention strategies. Healthy City was selected as the most qualified vendor based on an RFP solicitation which was posted on June 4, 2009. Health City currently hosts an online map-based website that aggregates community information from public sources including the U.S. Census Bureau, California Health and Human Services Agency, City of Los Angeles, and Los Angeles County 211. CBIS will extend the Healthy City database to include similar information for Orange County.

**Project Justification/Benefits:**

When fully implemented, CBIS will support the Sheriff and other law enforcement agencies in developing community-based gang intervention strategies by leveraging Healthy City's database containing over 20,000 community resource points and 800 demographic variables.

**Project Metrics:**

The Agreement is a fixed-price contract with eight defined deliverables and three one-year options for Maintenance and Support.

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

The Sheriff and other law enforcement agencies in Los Angeles and Orange Counties will use CBIS to use socio-economic and demographic information to identify opportunities to more effectively coordinate with other social service programs as part of a broader community-based gang intervention strategy. The Sheriff will have to return funding from the California Emergency Management Agency (Cal-EMA) if the proposal is not approved.

**Alternatives Considered:**

Healthy City was selected as the most qualified vendor from two proposals received from an RFP solicitation.

**Project Risks:**

There are minimal risks associated with the CBIS project since it is a fixed-price contract with well defined deliverables. Additionally, the hosted web solution will be based on a proven technology platform that is currently in use and does not require any capital investment by the Sheriff, in terms of hardware or software licensing.

**Risk Mitigation Measures:**

Project risks are adequately addressed in the Agreement and Statement of Work. CBIS will be deployed on proven technology expanding on information sources that are currently in the Healthy City database.

**Financial Analysis:**

The cost of implementation through the first year of maintenance and support ($186,900) is fully funded by a Cal-EMA grant. The Sheriff's also plans to fund three one-year options for additional maintenance and support at $36,000 per year using their operating budget.

**CIO Concerns:**

None.

**CIO Recommendations:**

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

**CIO APPROVAL**

Date Received: 11/10/2009

Prepared by: [signature]

Date: 11/18/2009

Approved: [signature]

Date: 11/18/2009