



**COUNTY OF LOS ANGELES  
TREASURER AND TAX COLLECTOR**

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 437, Los Angeles, California 90012  
Telephone: (213) 974-2101 Fax: (213) 620-1812  
ttc.lacounty.gov and lacountypropertytax.com

**JOSEPH KELLY**  
TREASURER AND TAX COLLECTOR

Board of Supervisors  
HILDA L. SOLIS  
First District  
MARK RIDLEY-THOMAS  
Second District  
SHEILA KUEHL  
Third District  
JANICE HAHN  
Fourth District  
KATHRYN BARGER  
Fifth District

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

December 11, 2018

25 December 11, 2018

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

CELIA ZAVALA  
EXECUTIVE OFFICER

Dear Supervisors:

**RECOMMENDATION TO APPROVE SOLE SOURCE AMENDMENTS TO AGREEMENT NUMBERS 75985 (WAUSAU FINANCIAL SYSTEMS, INC.), 76070 (OPEX CORPORATION), AND 74507 (CORE BUSINESS TECHNOLOGIES) FOR CONTINUED MAINTENANCE AND SUPPORT OF THE TREASURER AND TAX COLLECTOR REMITTANCE PROCESSING SYSTEM (ALL DISTRICTS) (3-VOTES)**

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

**SUBJECT**

The recommended action is to approve Sole Source Amendments to Agreements with Wausau Financial Systems, Inc. (Wausau), OPEX Corporation (OPEX), and CORE Business Technologies (CORE) for the maintenance and support of the Treasurer and Tax Collector (TTC) Remittance Processing System (RPS). The Amendments will extend the current term of the Agreements, which expire on January 31, 2019, and will allow sufficient time to complete the implementation of the new Remittance Processing Replacement System (RPRS), the Agreement for which your Board approved on July 17, 2018.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and instruct the Chair of the Board of Supervisors (Board) to sign the attached Sole Source Amendment Number Four (Attachment I) to Agreement Number 75985 with Wausau to: (a) extend the current term of the Agreement to January 31, 2020, inclusive of one eight-month extension with four optional month-to-month extensions, for continued maintenance and support of the mail payment processing system, and (b) increase the maximum Agreement sum by \$314,000

from \$5,326,124 to \$5,640,124, commencing on February 1, 2019, or the date of your Board's approval, whichever is later.

2. Approve and instruct the Chair of the Board to sign the attached Sole Source Amendment Number Three (Attachment II) to Agreement Number 76070 with OPEX to: (a) extend the current term of the Agreement to January 31, 2020, inclusive of one eight-month extension with four optional month-to-month extensions, for continued maintenance and support of the mail processing equipment and (b) increase the maximum Agreement sum by \$106,200 from \$987,926 to \$1,094,126, commencing on February 1, 2019, or the date of your Board's approval, whichever is later.

3. Approve and instruct the Chair of the Board to sign the attached Sole Source Amendment Number Five (Attachment III) to Agreement Number 74507 with CORE to: (a) extend the current term of the Agreement to January 31, 2020, inclusive of one eight-month extension with four optional month-to-month extensions, for continued maintenance and support of the automated cashiering system, and (b) increase the maximum Agreement sum by \$31,000 from \$1,129,359 to \$1,160,359, commencing on February 1, 2019, or the date of your Board's approval, whichever is later.

4. Delegate authority to the Treasurer and Tax Collector, or his designee, to execute Amendments to the Agreements to: (1) exercise the optional four month-to-month extensions; and (2) add, delete, and/or revise certain terms and conditions as required under federal or state law or regulation; policies of the County of Los Angeles (County), Board, and/or Chief Executive Office (CEO), which are not part of each Agreement's Statement of Work (SOW).

5. Delegate authority to the Treasurer and Tax Collector, or his designee, to modify the terms that affect the SOW of each Agreement, but do not materially alter the Agreements, as required by the Board or CEO, provided the TTC obtains County Counsel's approval prior to the execution of such Amendments and/or Change Notices.

6. Delegate authority to the Treasurer and Tax Collector, or his designee, to execute applicable Amendments to the respective Agreements in the event an entity acquires the original contracting entity, the original contracting entity merges, or otherwise undergoes a corporate action.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The TTC serves as the processor for all property tax payments in the County. In addition, it processes all mail payments for a number of County departments and related agencies, including the Department of Animal Care and Control, Fire Department, Department of Probation, Department of Public Health, Department of Public Works, and the Superior Court. To process these mail payments, as well as walk in payments made at our Los Angeles office, the TTC utilizes a system of hardware and software referred to as the RPS, which the TTC first implemented in August 2000. Collectively, the RPS allows staff to open envelopes, scan and image payments, archive images of checks and payment stubs, create bank deposit files, and create payment files that departments can post to their respective host systems. Additionally, for walk in payments, constituents have the ability to make payments by check, cash or credit and debit cards. The TTC processes over four million receipts annually, totaling approximately \$20.5 billion.

The TTC has three Agreements for the maintenance and support of RPS.

- Wausau: Provides maintenance and support for the software used to scan and image payments, archive images of checks and payment stubs, and create deposit and payments files.

- OPEX: Provides hardware maintenance and support for the hardware used to open envelopes and scan payments.
- CORE: Provides maintenance and support for the software and hardware used to process walk in payments.

In 2013, the TTC made the determination that, due to the age of its RPS and the fact that certain components would be reaching an end-of-life, it was necessary to begin the process to replace the RPS with a new integrated system. In anticipation of the implementation of a new RPS, between October 2013 and March 2015, the TTC submitted to your Board Sole Source Agreement extensions to the existing Agreements with Wausau, OPEX, and CORE for continued maintenance, support, and professional services for RPS. The approved extensions aligned the expiration date of all three Agreements to January 31, 2019, which the TTC anticipated would provide sufficient time to release a Request for Information, then a Request for Proposals, and then award and implement a new RPS. Your Board approved these Sole Source Agreement extensions.

On July 20, 2017, the TTC issued a competitive solicitation for the provision of the RPRS. The proposal submitted by Fairfax Imaging, Inc. (Fairfax) was the highest ranked, the most responsive and the most responsible proposal. The TTC completed negotiations with Fairfax, and on July 17, 2018, your Board approved an Agreement with Fairfax for the provision of the RPRS.

These Sole Source Amendments to the Agreements are required for continued maintenance and support of the existing Wausau mail payment processing system, OPEX mail processing equipment, and CORE automated cashiering system while the TTC implements the new RPRS. The TTC anticipates that it will need eight months of additional maintenance and support to accommodate the implementation of the new RPRS, and is requesting four month-to-month optional extensions to cover any emergent situations and ensure continued operations through the December 2019 property tax season.

The TTC briefed this item at the Operations Cluster Meeting on November 15, 2018.

### **Implementation of Strategic Plan Goals**

The approval of these Amendments is consistent with the County Strategic Plan Strategy III.3 – Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

### **FISCAL IMPACT/FINANCING**

The total maximum sum for these Amendments is \$451,200, which breaks down as follows:

- Amendment to Agreement Number 75985 for Wausau is \$314,000.
- Amendment to Agreement Number 76070 for OPEX is \$106,200.
- Amendment to Agreement Number 74507 for CORE is \$31,000.

These amounts are included in the TTC's Fiscal Year 2018-19 Adopted Budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Pursuant to California Government Code Section 31000, your Board is authorized to contract for special services.

The Chief Information Office (CIO) has reviewed the Board Letter and recommends approval. The CIO has further determined that a formal CIO Analysis is not required for the recommended action as it represents a continuation of the existing Agreements, and contains no technology matters.

In accordance with your Board's Policy Number 5.100, Sole Source Contracts, the Sole Source Checklist is attached as Exhibit 1. The Notice of Intent (NOI) to Negotiate Sole Source Agreement Extension was delivered to your Board on July 3, 2018.

County Counsel has reviewed and approved the Amendments as to form.

The Amendments update the terms of the Agreements to include all current Board required provisions, including the Zero Tolerance Policy on Human Trafficking; Method of Payment for County Contractors, Vendors, and Other Payees; and the Fair Chance Employment Policy.

The Agreements expressly provide that the County does not have an obligation to pay Wausau, OPEX, and CORE for expenditures that exceed the maximum Agreement Sum. Additionally, the Agreements contain performance standards, including liquidated damages for substandard and/or non-performance.

### **CONTRACTING PROCESS**

On July 3, 2018, the TTC delivered the NOI to Negotiate Sole Source Agreement Extensions to Agreement Numbers 75985 (Wausau), 76070 (OPEX), and 74507 (CORE).

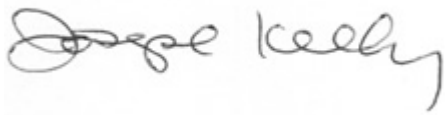
The TTC released a competitive solicitation for the RPRS. On July 17, 2018, your Board approved a contract with Fairfax for the provision of the RPRS.

On August 13, 2018, the TTC began negotiations with Wausau, OPEX, and CORE to extend the existing Agreements to ensure continuity of services during the implementation of the new RPRS with Fairfax. The TTC finalized contract negotiations with Wausau, OPEX, and CORE, which resulted in these Amendments to the Agreements, which currently expire on January 31, 2019.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The approval of the recommended Amendments will enable the TTC to provide continued payment processing services using the existing RPS during the implementation of the new RPRS.


Respectfully submitted,



Joseph Kelly  
Treasurer and Tax Collector

County Counsel  
Executive Officer, Board of Supervisors  
Chief Information Officer

Reviewed by:



WILLIAM KEHOE  
Chief Information Officer

JK:KK:BR:NK:EVT:lc

Enclosures

c: Chief Executive Officer

### SOLE SOURCE CHECKLIST

Department Name: Treasurer and Tax Collector

New Sole Source Contract

Existing Sole Source Contract      Date Sole Source Contract Approved: 10-08-13, 11-19-13, 03-17-15

Check (✓)	<b>JUSTIFICATION FOR SOLE SOURCE CONTRACTS</b> Identify applicable justification and provide documentation for each checked item.
<input type="checkbox"/>	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>"Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist."</i>
<input type="checkbox"/>	➤ Compliance with applicable statutory and/or regulatory provisions.
<input type="checkbox"/>	➤ Compliance with State and/or federal programmatic requirements.
<input type="checkbox"/>	➤ Services provided by other public or County-related entities.
<input type="checkbox"/>	➤ Services are needed to address an emergent or related time-sensitive need.
<input type="checkbox"/>	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
<input type="checkbox"/>	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
<input type="checkbox"/>	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
<input checked="" type="checkbox"/>	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/ system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
<input type="checkbox"/>	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
<input type="checkbox"/>	➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

  
Chief Executive Office

6/25/18  
Date

**AMENDMENT NUMBER FOUR  
TO  
AGREEMENT NUMBER 75985 FOR REMITTANCE PROCESSING AND  
DOCUMENT MANAGEMENT SYSTEM MAINTENANCE AND SUPPORT**

This Amendment Number Four, dated as of December 11, 2018, (hereinafter together with all Exhibits, Schedules, and Attachments hereto "Amendment No. 4") to the Agreement (as defined below) is entered into by and between the County of Los Angeles (hereinafter "County") and Wausau Financial Systems, Inc., a Wisconsin corporation (hereinafter "Contractor"), and is effective as of the Amendment No. 4 Effective Date (as defined below) and based on the following recitals:

**WHEREAS**, on February 1, 2007, County and Contractor have entered into Agreement Number 75985 for Remittance Processing and Document Management System (System) Maintenance and Support for the benefit of County and, more specifically, the County Treasurer and Tax Collector (hereinafter "TTC"), as amended by Amendment No. 1 on May 19, 2009, Amendment No. 2 on January 26, 2011, and Amendment No. 3 on October 8, 2013, (collectively together with all Exhibits, Schedules, and Attachments thereto "Agreement"); initial capitalized terms used in this Amendment No. 4 without definition have the meanings given to such terms in the Agreement;

**WHEREAS**, County and Contractor desire to further extend the Agreement for one eight-month extension and four optional month-to-month extensions, for a maximum total of twelve months, to increase the Agreement Sum for continued maintenance services for the term of the Agreement, and to make the other amendments to the Agreement contained in this Amendment No. 4.

**NOW, THEREFORE**, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment No. 4, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor hereby agree as follows:

1. Amendment No. 4 Effective Date. This Amendment No. 4 shall be effective as of February 1, 2019, or the date first set above, whichever is later ("Amendment No. 4 Effective Date") and has been approved by County's Board of Supervisors (Board) and executed by an authorized officer of Contractor.
2. Paragraph 4.5. (Renewals). Effective on Amendment No. 4 Effective Date, Paragraph 4.5 of the body of the Agreement is amended and restated in its entirety as follows:
  - 4.5 For renewal periods under Paragraph 7.1 (General), a mutually agreed upon written "Amendment" to this Agreement shall be prepared and executed by authorized representatives of each of County and Contractor, which (a) supplements Exhibit B (Schedule of Prices and Payments) to

75985 Supplement No. 3

add pricing for one or more of the then-remaining renewal periods, at an amount not to exceed the amount set forth on Attachment B-1 to Exhibit B (Schedule of Prices and Payments) for such renewal period(s), and (b) if pricing for more than one renewal period is added pursuant to such Amendment, amends Paragraph 7.1 (General) to allow the term of this Agreement to renew automatically for each such renewal period, unless County gives the prior written notice of its intent not to renew this Agreement under Paragraph 7.1 for such renewal period. The Director has delegated authority to execute Amendments to the Agreement under this Paragraph 4.5 on behalf of County, provided such Amendments do not increase the Agreement Sum under this Agreement by more than \$314,000 for each renewal period.

3. Paragraph 7.1 (General). Effective on Amendment No. 4 Effective Date, Paragraph 7.1 of the body of the Agreement, as amended by Amendment No. 3, is further amended and restated in its entirety as follows:

- 7.1 The amended term of this Agreement shall begin on the Amendment No. 4 Effective Date for an initial period of eight months with four optional month-to-month extensions, for a maximum twelve-month period at the sole discretion of the TTC. The term of this Agreement (which shall include the initial term, the renewal term, and all exercised renewal periods) may sooner terminate in accordance with the terms of this Agreement.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise a contract term extension option.

4. New Paragraph 9.5 (Default Method of Payment: Direct Deposit or Electronic Funds Transfer). Effective on Amendment No. 4 Effective Date, amend the Agreement to add Paragraph 9.5 (Default Method of Payment: Direct Deposit or Electronic Funds Transfer) as follows:

- 9.5.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under a Contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor Controller (A-C).

- 9.5.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.



9.5.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

9.5.4 At any time during the duration of the Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

5. Paragraph 11.3.1.C (Source Code Escrow). Effective on Amendment No. 4 Effective Date, Paragraph 11.3.1.C of the body of the Agreement, as amended by Amendment No. 3, is further amended and restated in its entirety as follows:

11.3.1. [Intentionally Omitted].

6. Paragraph 17 (Assignment and Delegation/Mergers or Acquisitions). Effective on Amendment No. 4 Effective Date, Paragraph 17 of the body of the Agreement is amended and restated in its entirety as follows:

**17. ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS**

17.1 The contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

17.2 The contractor shall not assign its rights or delegate its duties under this Contract, 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, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the contractor may have against the County.

17.3 Shareholders, partners, members, or other equity holders of contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of contractor to

any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

- 17.4 Any assumption, assignment, delegation, or takeover of any of the contractor's duties, responsibilities, obligations, or performance of same by any person or 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 Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against contractor as it could pursue in the event of default by contractor.

7. Paragraph 31 (County's Quality Assurance Plan). Effective on Amendment No. 4 Effective Date, Paragraph 31 of the body of the Agreement is amended and restated in its entirety as follows:

**31. COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent(s) will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8. Paragraph 42 (Contractor's Use of GAIN/GROW Participants). Effective on Amendment No. 4 Effective Date, Paragraph 42 of the body of the Agreement is amended and restated in its entirety as follows:

**42. CONTRACTOR'S USE OF GAIN/GROW PARTICIPANTS**

- 42.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief

Opportunity for Work (GROW) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the contractor. Contractors shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

42.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

9. Paragraph 78 (Contractor's Acknowledgement of the County's Commitment to the Safely Surrendered Baby Law). Effective on Amendment No. 4 Effective Date, Paragraph 78 of the body of the Agreement is amended and restated in its entirety as follows:

**78. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

78.1 The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit G, in a prominent position at the contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at [www.babysafela.org](http://www.babysafela.org).

10. New Paragraph 83 (Time off for Voting). Effective on Amendment No. 4 Effective Date, amend the Agreement to add Paragraph 83 (Time off for Voting) as follows:

**83. TIME OFF FOR VOTING**

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

11. New Paragraph 84 (Compliance with County's Zero Tolerance Policy on Human Trafficking). Effective on Amendment No. 4 Effective Date, amend the Agreement to

add Paragraph 84 (Compliance with County's Zero Tolerance Policy on Human Trafficking) as follows:

**84. COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING**

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

12. New Paragraph 85 (Compliance with Fair Chance Employment Practices). Effective on Amendment No. 4 Effective Date, amend the Agreement to add Paragraph 85 (Compliance with Fair Chance Employment Practices) as follows:

**85. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES**

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

13. Exhibit B (Schedule of Prices and Payments). Effective on Amendment No. 4 Effective Date, Exhibit B (Schedule of Prices and Payments) to the Agreement is amended and restated in its entirety with Exhibit B (Schedule of Prices and Payments), together with its Attachments (B-1 and B-2) attached to this Amendment No. 4, and incorporated into the body of this Amendment No. 4 by this reference.

14. No Other Amendments; Effect on Agreement. Except as expressly provided in this Amendment No. 4, all other terms and conditions of the Agreement shall remain the same and in full force and effect.

15. Authority. Contractor and the persons executing this Amendment No. 4 on behalf of Contractor hereby represent and warrant that the person executing this Amendment No. 4 for Contractor is an authorized agent who has the actual authority to bind the Contractor to each and every item, condition, and obligation of the Agreement, as

amended by this Amendment No. 4, and that all requirements of Contractor have been fulfilled to provide such actual authority.

16. Governing Law. This Amendment No. 4 shall be governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be performed within the State.

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ATTACHMENT I

IN WITNESS WHEREOF, Contractor has executed this Amendment No. 4, or caused it to be duly executed and the County, by order of its Board of Supervisors, has caused this Amendment No. 4 to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

COUNTY OF LOS ANGELES  
By Jamie Hahn  
Chair, Board of Supervisors

CONTRACTOR  
Wausau Financial Systems, Inc.  
By JR  
Signature  
Jacob Rider  
Print Name  
Vice President, Client Services and Operations  
Title

ATTEST:

CELIA ZAVALA  
Executive Officer  
of the Board of Supervisors

By Joyce Ruiz  
Deputy



I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

CELIA ZAVALA  
Executive Officer  
Clerk of the Board of Supervisors

By Joyce Ruiz  
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By Mary C. Wickham  
Deputy County Counsel

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

25

DEC 11 2018

Celia Zavala  
CELIA ZAVALA  
EXECUTIVE OFFICER

75985 Supplement No. 3

SECTION I: Summary of Contract Sum

February 1, 2007 through January 31, 2014 Maximum Contract Sum (Maintenance & Support: \$1,884,723.47 + Pool Expenditures (Chg Notices 1-19): \$1,202,722.87 + Pool Balance: \$480,091.17):

\$ 3,567,537.51

	8-Month Extension	1-Month Extension	1-Month Extension	1-Month Extension	1-Month Extension
	(6) 2/1/19-9/30/19	(7) 10/1/19-10/31/19	(8) 11/1/19-11/30/19	(9) 12/1/19-12/31/19	(10) 1/1/20-1/31/20
	Annual Price	Annual Price	Annual Price	Annual Price	Annual Price
Image Management System (IMS) Quarterly Payment					
Quarterly Payment					
Quarterly Payment					
Quarterly Payment					
Subtotal IMS	\$75,387.04	\$9,423.38	\$9,423.38	\$9,423.38	\$9,423.38
Remittance Processing System (RPS) Quarterly Payment					
Quarterly Payment					
Quarterly Payment					
Quarterly Payment					
Subtotal RPS	\$133,559.06	\$16,694.88	\$16,694.88	\$16,694.88	\$16,694.88
Total Annual	\$ 208,946.09	\$ 26,118.26	\$ 26,118.26	\$ 26,118.26	\$ 26,118.26
Maximum Pool Dollar Allowance	\$ 225,000.00				

\*For reference only. Included in \$3,567,537.60 at the top.

Year 1 Maintenance Price:	#####	\$ 302,062.00
Additional Maximum Pool Dollar Allowance:		\$ 225,000.00
Amendment 3 Upgrade Pool Dollar Allowance:	\$ -	\$ 1,231,524.00
Amendment 4 Maintenance and Support for Year 5		\$ 314,000.00
Amended Maximum Contract Sum:		\$ 5,640,123.51

Remaining Pool Dollar Balance (through Change Notice No. 19):	\$ 480,091.17
Pool Dollar Allowance of Amendment 3:	\$ 225,000.00
Amendment 3 Upgrade Pool Dollar Allowance:	\$ 1,231,524.00
Total Pool Dollar Balance:	\$ 1,936,615.17

Change Notice 20 - 2013 RPS/DMS Hardware & Software Upgrade acquisition & implementation. Total maximum amount of Change Notice 20 is: \$974,071 for System acquisition and implementation + \$31,784 is a component of the fixed maintenance cost above = \$1,005,855 .	\$ (1,005,855.00)
Change Notice Number 21 ICL Additional Enhancement (SW \$25,900)	\$ (25,900.00)
Change Notice No. 22 Superior Court Program Modification	\$ (5,550.00)
Change Notice No. 23: Removal of Accuity and Program Modification for Fed File Conversion	\$ (1,850.00)
Change Notice No. 24: Substitution of HW/SW-Savings of \$80,790.23 (see Investment Overview, Attachment 1)	\$ 80,790.23
	<b>Pool Balance</b>
	<b>\$ 978,250.40</b>

Total Obligated To-Date: 86%

SECTION II: Maintenance and Support

A. Image Management System (IMS)

Item Number	Description	Serial Number	Warranty Start	Warranty End	Qty	Unit Price	2/1/13 - 1/31/14 Maint Amt	(1) 2/1/14-1/31/15 Maint Amt	2/1/15-1/31/16 Maint Amt	1/31/16-1/31/17 Maint Amt	1/31/17 - 1/31/18 Maint Amt	1/31/18 - 1/31/19 Maint Amt
Monthly Upcharge	Non-annual billing charge - monthly billings											
EXT-HW	EXTENDED HW COVERAGE - APR/DEC 7324 HW CHG				+	\$116.87		\$0.00				
NCR-3241-S001	PC - NCR - 3241 Workstation	65Z05S1	7/29/2005	7/29/2006	+	\$216.00						
NCR-3241-S001	PC - NCR - 3241 Workstation	00C0P61	7/29/2005	7/29/2006	+	\$216.00						
2498-2414-8090	MONITOR - NCR - 17" Color CRT	228113204C	7/29/2005	7/29/2006	+	\$94.82						
2498-2414-8090	MONITOR - NCR - 17" Color CRT	227814234C	7/29/2005	7/29/2006	+	\$94.82						
NCR-3519-S001	NCR S2900 Server (DELL - Powe	JNC63D1	8/1/2007	7/31/2010	+	\$353.90						
3519-F112	4GB 667MHz (4x1GB) - Dual Rm	JNC63D1	8/1/2007	7/31/2010	+	\$0.00						
3519-F327	146GB SAS - 3.5-inch - 15K RPM	JNC63D1	8/1/2007	7/31/2010	+	\$0.00						
3519-F375	Intel P90-1600PIT-Dual Port Gig	JNC63D1	8/1/2007	7/31/2010	+	\$0.00						
3519-F042	Dual Core Inte Xeon 5150 - ME	JNC63D1	8/1/2007	7/31/2010	+	\$0.00						
3519-F633	RAMBUVERSA RAM - 6GB DIMM	JNC63D1	8/1/2007	7/31/2010	+	\$0.00						
3519-F630	Rack Bezel	JNC63D1	8/1/2007	7/31/2010	+	\$0.00						
3519-F621	6U Chassis - No Rails Included	JNC63D1	8/1/2007	7/31/2010	+	\$0.00						
NCR-3529-S001	NCR S2950 Server (DELL - Powe	D5093D1	8/1/2007	7/31/2010	1	\$424.46		\$437.00	\$420.00			
3529-F002	Single Processor Only	D5093D1	8/1/2007	7/31/2010	1	\$0.00						
3529-F111	2GB 667MHz (4x512MB), Singl	D5093D1	8/1/2007	7/31/2010	1	\$0.00						
3529-F322	146GB SAS, 3.5-inch, 10K RPM	D5093D1	8/1/2007	7/31/2010	2	\$0.00						
9253-SERV-0003	Adaptec 39160				2	\$74.97		\$0.00				
DHS09034-01	2130T-FC, 2-RICM, 1024MB, 1	DHSIFRE-1012DAC66E			+	\$6,540.06						
DHS09008-01	2130-2-10M-JBOD-12x1TB SA	DHSIFRE-1005DAA615			+	\$3,019.75						
DHS09008-01	2130-2-10M-JBOD-12x1TB SA	DHSIFRE-1005DAA62E			+	\$3,019.75						
6BL-FC-MLC-MLC-R	Cable, FC, MLC, MLC, 6-M-R				4	\$0.00						
FHDW017-02	Rack Mount Kit - Shelf, Short				3	\$0.00						
GLE2462-CK	GLogic SANblade QLE2462 - FC	LFC093072947			+	\$533.61						
GLE2462-CK	GLogic SANblade QLE2462 - FC	LFC093073395			+	\$533.61						
TL2000-TL0003	Tape Library - Dell TL2000-LTC	FR0W341			+	\$6.00						
DELL-MTOP780-S00	Dell Optiplex 780	22HXG01			1	\$181.91		\$404.00	\$424.00	\$446.00	\$ 464.00	\$ 487.20
317-2595	2GB DDR3 Non-ECC SDRAM, 1066MHz, (2 DIMM) for Dell 7				1	\$0.00						
DELL-FP17-A	Dell 17 Flat Panel Monitor	74445-13C-BSGU			1	\$92.61		\$97.00	\$101.00	\$107.00	\$ 111.00	\$ 116.55
Dell-PVMD3600-SA	PowerVault MD3600 with MD1200 Expansion Enclosure				1							
Dell-PVMD3600-SA	PowerVault MD3600 with MD1220 Expansion Enclosure				1							
DELL-PVTL4000-LTC	DELL-PVTL4000-LTOS, 4 Tape Drive, 24 Slot				1							
Dell-R720-R009*	PowerEdge R720 (Rack)				1							
KV-S2065W	Panasonic-SCANNER-65PPM-DP	61345DE102	9/31/2004	6/30/2005	+	\$1,950.04						
KV-S2065W	Panasonic-SCANNER-65PPM-DP	6132VDE147	11/3/2003	2/3/2004	+	\$1,950.04						
KV-S2065W	Panasonic-SCANNER-65PPM-DP	6132VDE147	11/3/2003	2/3/2004	+	\$1,950.04						
KV-S2065W	Panasonic-SCANNER-65PPM-DUPLE-				+							
KV-S2065W	Panasonic-SCANNER-65PPM-DUPLE-				+							
KV-S2065W	Panasonic-SCANNER-65PPM-DUPLE-				+							
EH-050-1000	Adrenaline-0505-5651-Wide-Ad				3	\$312.01						
KV-S2065W	Panasonic-SCANNER-65PPM-DP	6134ZDE127	7/29/2005	10/29/2005	+	\$1,950.04						
KV-S2065W	Panasonic-SCANNER-65PPM-DP	6135ZDE105	7/29/2005	10/29/2005	+	\$1,950.04						
KV-S2065W	Panasonic-SCANNER-65PPM-DUPLE-				+							
KV-S2065W	Panasonic-SCANNER-65PPM-DUPLE-				+							
KV-S4065CW-V	Scanners-Panasonic V Color Scanners 65ppm/130pm-VRS				4	\$1,637.00	\$2,206.59	\$6,548.00	\$6,875.00	\$7,219.00	\$ 7,883.40	\$ 8,277.57
EH-050-1000	Adrenaline-0505-5651-Wide-Ad				3	\$312.01						
KV-S3065CW	Panasonic 65ppm Duplex Scann	74798MB1242			1	\$1,431.05	\$1,431.05	\$1,595.00	\$1,675.00	\$1,758.00	\$ 1,828.00	\$ 1,919.40
KV-S3065CW	Panasonic 65ppm Duplex Scann	74798MB1263			1	\$1,431.05	\$1,431.05	\$1,595.00	\$1,675.00	\$1,758.00	\$ 1,828.00	\$ 1,919.40
KV-S3065CW	Panasonic 65ppm Duplex Scann	74798MB1226			1	\$1,431.05	\$1,431.05	\$1,595.00	\$1,675.00	\$1,758.00	\$ 1,828.00	\$ 1,919.40
KV-S3065CW	SCANNER - Panasonic KV-S3065CW	74712MC1040			1	\$1,431.05	\$1,532.48	\$1,595.00	\$1,675.00	\$1,758.00	\$ 1,828.00	\$ 1,919.40
DELL-CX280-BA	Dell Optiplex CX280 Small Form	35M3221			+	\$132.30						
DELL-CX280-BA	Dell Optiplex CX280 Small Form	84FBY41			+	\$132.30						
7260-9260-9090	Optiplex CX260 Small Mini-Tow	03M3221			+	\$76.40						
TL2000-TL0001	TAPE Library - Dell PowerVault	32W73C1			1	\$930.51	\$930.51	\$0.00				
202142-000	Rack Mount Accessory Kit - 10	46562			+	\$0.00		\$0.00				
Monthly Upcharge	Non-annual billing charge - monthly billings											
SUPP EXT	EXTENDED SOFTWARE SUPPC				1	\$2,260.13	\$2,260.13	\$3,250.00	\$1,750.00	\$1,750.00	\$ 1,783.00	\$ 1,872.15
OBIPW1	Multi-User Database License				1	\$1,027.53	\$1,027.53	\$1,000.00	\$1,050.00	\$1,103.00	\$ 1,124.00	\$ 1,180.20
CLIPW1	COLD Processing				1	\$2,053.96	\$2,053.96	\$2,000.00	\$2,100.00	\$2,205.00	\$ 2,247.00	\$ 2,359.35
DIIPW1	Production Document Imaging				1	\$1,027.53	\$1,027.53	\$1,000.00	\$1,050.00	\$1,103.00	\$ 1,124.00	\$ 1,180.20
DIIPW2	Production Document Imaging				7	\$411.23	\$2,878.61	\$2,800.00	\$2,940.00	\$3,087.00	\$ 3,146.00	\$ 3,303.30
DIIPW2	Production Document Imaging (Additional Stations)				1	\$396.90	\$396.90	\$400.00	\$420.00	\$441.00	\$ 449.00	\$ 471.45
ACIPW1-A	Automated CD Authoring				1	\$21.36	\$21.36	\$0.00	\$0.00			
RPIPW1	WFS Remittance Processor				1	\$2,053.96	\$2,053.96	\$4,000.00	\$4,200.00	\$4,410.00	\$ 4,495.00	\$ 4,719.75
WFIPD1	Workflow Departmental Server				1	\$2,053.96	\$2,053.96	\$2,000.00	\$2,100.00	\$2,205.00	\$ 2,247.00	\$ 2,359.35
WFIPW1	Workflow Workstation Client				41	\$102.53	\$4,203.83	\$4,100.00	\$4,305.00			
WFIPW1	Workflow Workstation Client				6	\$102.53	\$0.00	\$0.00	\$0.00	\$661.00	\$ 674.00	\$ 707.70



WLIPN1	Workflow Named User Client SL (1-20)			35	\$102.53	\$0.00	\$0.00	\$0.00	\$3,859.00	\$ 3,933.00	\$ 4,129.65
WFIP1	Workflow Concurrent Client			10	\$205.06	\$2,050.65	\$2,000.00	\$2,100.00	\$2,205.00	\$ 2,247.00	\$ 2,359.35
WTIPW1	IMS Browser			1	\$2,053.96	\$2,053.96	\$2,000.00	\$2,100.00	\$2,205.00	\$ 2,247.00	\$ 2,359.35
CTIPW1	Workstation Client (1-100) ea			33	\$123.48	\$4,074.84	\$3,960.00	\$4,158.00			
CTIPW1	Workstation Client (1-100) ea			28	\$123.48	\$123.48	\$0.00	\$0.00	\$3,696.00	\$ 3,767.00	\$ 3,955.35
CTIPC1	Concurrent Client (1-100) Each			84	\$246.96	\$20,744.64	\$20,160.00	\$21,168.00	\$22,226.00	\$ 22,653.00	\$ 23,785.65
CTIPN1	Named User Client (1-100)			1	\$119.07	\$119.07	\$120.00	\$126.00			
CTIPN1	Named User Client (1-100)			6	\$119.07				\$ 802.00	\$ 817.00	\$ 857.85
AEIP1	Application Enabler			1	\$3,081.49	\$3,081.49	\$3,000.00	\$3,150.00	\$3,308.00	\$ 3,372.00	\$ 3,540.60
EMIP1	E-Forms			1	\$2,053.96	\$2,053.96	\$2,000.00	\$2,100.00	\$2,205.00	\$ 2,247.00	\$ 2,359.35
PTIPC1	Virtual Print Driver			1	\$1,027.53	\$1,027.53	\$1,000.00	\$1,050.00	\$1,103.00	\$ 1,124.00	\$ 1,180.20
WSIP1	Web Services Toolkit			1	\$2,053.96	\$2,053.96	\$2,000.00	\$2,100.00	\$2,205.00	\$ 2,247.00	\$ 2,359.35
APIQ3	Query API (Initial 500 queries)			1	\$2,053.96	\$2,053.96	\$2,000.00	\$2,100.00	\$2,205.00	\$ 2,247.00	\$ 2,359.35
APIQ4	API Retrievals-Additional Bloc			1	\$1,642.73	\$1,642.73	\$1,600.00	\$1,680.00	\$1,764.00	\$ 1,798.00	\$ 1,887.90
RPIP1	HYLAND Report Services			1	\$1,027.53	\$1,027.53	\$1,000.00	\$1,050.00	\$1,103.00	\$ 1,124.00	\$ 1,180.20
OBAYCHECK	Advanced Check Imaging License			1	\$7,189.40	\$7,189.40	\$7,000.00	\$7,350.00	\$7,718.00	\$ 7,866.00	\$ 8,259.30
DPIMP1	Document Import Processor			1	\$992.25	\$992.25	\$1,000.00	\$1,050.00	\$1,103.00	\$ 1,124.00	\$ 1,180.20
SW-PATH9-215	SAPath 3.2 Software - First 5			5	\$1,765.18	\$1,765.18					
SW-SCAPE2-4-15	SCAScape 2.1 - One-Server			5	\$88.20	\$441.00					
BABWBR1250W00	ARCserve Backup for Windows			5	\$163.17	\$815.85					
BABWBR1250W09	ARCserve Backup-R12.5 - Open			5	\$167.58	\$837.90					
BABWBR1250W01C	ARCserve Backup-R12.5 - Tape			5	\$206.17	\$1,030.85					
CAADF55125W00E4	ARCserve Backup-R12.5 - Fileset			5	\$329.65	\$1,648.25					
BABWBR1250W17	ARCserve Backup-R12.5 - SQL			5	\$205.07	\$1,025.35					
3239-F670	XP-Professional			5	\$36.38	\$181.90					
3239-F670	XP-Professional			5	\$36.38	\$181.90					
3519-F820	Windows Server 2003 R2 Stand			1	\$281.14	\$281.14	\$0.00				
228-09470	Open SQL Server 2008 Standar			2	\$1,472.94	\$2,945.88	\$0.00				
VP-W004-00U1	Kofax VRS Software - VRS 4.x f			3	\$415.64	\$1,246.93	\$1,285.00	\$1,349.00	\$0.00		
VP-W004-00U1	VRS 4.x Pro USB/FW Workgroup			1	\$282.00	\$415.64	\$296.00				
410-01-000003-064	IMS Premium Database Service			1	\$6,526.80	\$6,526.80	\$5,920.00	\$5,417.50	\$0.00		
410-01-000002-064	IMS Standard Database Service			1	\$2,960.00	\$0.00	\$0.00	\$251.40	\$2,960.00	\$ 2,960.00	\$ 3,108.00
WINZIP	WinZIP			1	\$9.92	\$9.92	\$11.00	\$11.00	\$12.00	\$ 13.00	\$ 13.65
PC-ANYWHERE32	SOFTWARE, PC-ANYWHERE 32			1	\$59.54	\$59.54	\$62.00	\$65.00	\$0.00		
INET-CLNT	I-net Support Client			1	\$0.00	\$0.00					
511-WFES-SAFE-ES	Safe Escrow Account			1	\$771.75	\$771.75	\$764.00	\$803.00	\$843.00	\$ 859.00	\$ 901.95
3241-F670	XP-Professional			5	\$36.38	\$181.90					
3529-F820	Windows Server 2003 R2, Stan			1	\$283.34	\$283.34	\$0.00				
VP-W004-00S1	VRS 4.0 for SCSI workgroups			2	\$415.64	\$831.29	\$0.00				
421-1479	Genute Windows® 7 Professional			1	\$23.27	\$23.15	\$25.00	\$26.00	\$28.00	\$ 29.00	\$ 30.45
VP-W005-0001	Kofax VRS Elite Workgroup Version			1			\$148.00	\$311.00	\$311.00	\$ 317.00	\$ 332.85
UNIPI1	Unity Client Server			1	\$ 2,000		\$ -	\$ 1,513	\$ 2,205	\$ 2,247.00	\$ 2,359.35
UNIPI1	Unity Integration Toolkit			1	\$ 2,000		\$ -	\$ 1,513	\$ 2,205	\$ 2,247.00	\$ 2,359.35
410-01-000050-111	Web-Enabler			1	\$ -		\$ -	\$ -			
BABWBR1650W40C	CA ARCserve Backup for Windows Enterprise Module r 16.5			1	\$ 1,188		\$ 478	\$ 1,247	\$ 1,309	\$ 1,334.00	\$ 1,400.70
BABWBR1650W22	CA ARCserve Backup Client Agent for Windows r16.5			1	\$ 79		\$ 66	\$ 83	\$ 87	\$ 89.00	\$ 93.45
BABWBR1650W00	CA ARCserve Backup for Windows r16.5			1	\$ 155		\$ 129	\$ 163	\$ 171	\$ 174.00	\$ 182.70
BABWBR1650W09C	CA ARCserve Backup Agent for Open Files on Windows r16.5			1	\$ 168		\$ 140	\$ 176	\$ 185	\$ 189.00	\$ 198.45
BABWBR1650W01C	CA ARCserve Backup for Windows Tape Library Option r16.5			1	\$ 211		\$ 185	\$ 222	\$ 233	\$ 237.00	\$ 248.85
BABWBR1650W00	CA ARCserve Backup for Windows r16.5			1	\$ 155		\$ -				
BABWBR1650W09C	CA ARCserve Backup Agent for Open Files on Windows r16.5			1	\$ 168		\$ -				
					IMS Total	\$117,719.50	\$92,765.00	\$98,867.90	\$100,025.00	\$102,567.40	\$107,695.77

*Pre-Paid 5 year Pro Support coverage through Dell (24 x7)												
											6-Year IMS Total	
	IMS Hardware Total				\$32,043.11		\$13,866.00	\$14,520.00	\$14,804.00	\$15,770.40	\$16,558.92	\$107,562.43
	IMS Software Total				\$85,676.39		\$78,899.00	\$84,347.90	\$85,221.00	\$86,797.00	\$91,136.85	\$512,078.14
	Total IMS Maintenance				\$117,719.50		\$92,765.00	\$98,867.90	\$100,025.00	\$102,567.40	\$107,695.77	\$619,640.57
	Less 2% Multi-Yr SW Discount				(1,577.53)		(1,686.98)	(1,686.96)	(1,704.42)	0.00	0.00	(6,682.89)
	Total IMS Maintenance				\$116,005.97		\$91,187.02	\$97,180.94	\$98,320.58	\$102,567.40	\$107,695.77	\$612,957.68

B. Remittance Processing System (RPS)												
Item Number	Description	Serial Number	Warranty Start	Warranty End	Qty	Unit Price	2/1/13 - 1/31/14 Maint Amt	(1) 2/1/14-1/31/15 Maint Amt	2/1/15-1/31/16 Maint Amt	1/31/16-1/31/17 Maint Amt	1/31/17 - 1/31/18 Maint Amt	1/31/18 - 1/31/19 Maint Amt
Monthly Upcharge	Non-annual billing charge - monthly billings											
EXT.HW	EXTENDED HW COVERAGE	APR/DEC 7X24 CHG			1	\$2,009.86	\$2,009.86	\$1,830.48	\$1,928.00	\$2,025.00	\$2,106.00	\$2,211.30
21610-D	PROC-STANDUP CONSOLE	512462573	4/24/2010	7/23/2010	1	\$13,214.57	\$13,214.57	\$13,478.00	\$14,152.00	\$14,859.00	\$15,453.00	\$16,225.65
21610-D	PROC-STANDUP CONSOLE	512462581	4/24/2010	7/23/2010	1	\$13,214.57	\$13,214.57	\$13,478.00	\$14,152.00	\$14,859.00	\$15,453.00	\$16,225.65
21600-URF	STR CMP, UNISYS, SYS-Upstre	512462573	4/24/2010	7/25/2010	1	\$0.00	\$0.00					
21600-URF	STR CMP, UNISYS, SYS-Upstre	512462581	4/24/2010	7/25/2010	1	\$0.00	\$0.00					
21610-PCS	ENCODER-USA 600dpi-E13B	512322186	4/24/2010	7/25/2010	5	\$4,772.72						
21610-PCS	ENCODER-USA 600dpi-E13B	512322194	4/24/2010	7/25/2010	5	\$4,772.72						
21610-PCS	ENCODER-USA 600dpi-E13B	512322186			5							
21610-PCS	ENCODER-USA 600dpi-E13B	512322194			5							
21600-URI	SYS:UPSTREAM REAR IMAGE	512462573	4/24/2010	7/25/2010	1	\$0.00	\$0.00					





3256-F690	Windows XP pro SP3 w/vista b3	6B7W6K1	+	\$39.69	\$39.69		\$0.00	n/a	n/a	n/a	n/a	
3638-F020	WinSrv 2003-Std Ed-IncludesS	H77JL1	+	\$273.42	\$273.42		\$0.00	n/a	n/a	n/a	n/a	
3638-F020	WinSrv 2003-Std Ed-IncludesS	H77JL1	+	\$273.42	\$273.42		\$0.00	n/a	n/a	n/a	n/a	
458290	Windows Server 2003-Licence		+	\$103.02	\$103.02		\$0.00	n/a	n/a	n/a	n/a	
SCRN-SCR9	Screen Scrape		1	\$4,049.48	\$4,049.48		\$4,172.00	\$4,380.00	\$4,599.00	\$4,687.00	\$4,921.35	
611-CUST-WFSC-CR	Custom Programming Hourly		20	\$40.00	(\$682.00)		\$0.00	n/a	n/a	n/a	n/a	
WINZIP	WinZIP		1	\$9.92	\$9.92		\$11.00	\$11.00	\$12.00	\$13.00	\$13.65	
PC-ANYWHERE32	SOFTWARE-PC-ANYWHERE-32		+	\$59.54	\$59.54		\$0.00	n/a	n/a	n/a	n/a	
12464S	Software-Visual-FoxPro-vp		+	\$136.61	\$136.61		\$0.00	n/a	n/a	n/a	n/a	
6ABWBR1250W22	ARCserve-Backup-R12.5-Client		+	\$163.17	\$163.17		\$0.00	n/a	n/a	n/a	n/a	
6ABWBR1250W90	ARCserve-Backup-for-Windows		2	\$163.47	\$326.94		\$0.00	n/a	n/a	n/a	n/a	
6ABWBR1250W09	ARCserve-Backup-R12.5-Open		+	\$167.58	\$167.58		\$0.00	n/a	n/a	n/a	n/a	
6ABWBR1250W61C	ARCserve-Backup-R12.5-Tape		+	\$125.51	\$251.01		\$0.00	n/a	n/a	n/a	n/a	
ERICWARE-0240*	ERICWARE-Annual-Fee		+	\$10,264.28	\$10,264.28		\$0.00	n/a	n/a	n/a	n/a	
21600-TN1	GAP		+	\$750.88	\$750.88		\$0.00	n/a	n/a	n/a	n/a	
RPS-PDBV10-5-07	ImageRPS-Workgroup-DB-5-User		+	\$1,817.88	\$1,817.88		\$0.00	n/a	n/a	n/a	n/a	
RPS-PDBV10-WK6	ImageRPS-Workgroup-DB-Addtl-User		28	\$167.88	\$4,414.41		\$0.00	n/a	n/a	n/a	n/a	
356-CUST-WFSC-CR	Custom Programming w/Maint		19	\$0.08	\$775.06		\$798.00	\$838.00	\$880.00	\$897.00	\$941.85	
	Monthly Upcharge											
	Non-annual billing charge - monthly billings											
21600-LTN07	MS Win 7 Capi SW Update 600dpm		2	\$ 1,200			\$ 2,100	\$ 2,640	\$ 2,772	\$2,825.00	\$2,966.25	
NDP9999-TP7	Windows 7 for Track Controller		2	\$ 305			\$ 508	\$ 641	\$ 673	\$686.00	\$720.30	
WS-C2960-48TT-L	Cisco-Catalyst-2960-48-Port-10/100-Ethernet-Switch		+	\$ 386			\$0.00	n/a	n/a	n/a	n/a	
RPS-PAPPSREGUN	AppServer Enterprise 5 user license bundle - Registered		1	\$ 110			\$ 92	\$ 116	\$ 122	\$124.00	\$130.20	
RPS-PAPPSREGIND	AppServer Enterprise 1 user license - Registered		35	\$ 22			\$ 642	\$ 809	\$ 849	\$866.00	\$909.30	
RPS-PDBV11-ENT-5	ImageRPS Enterprise Database - 5 User		1	\$ 1,143			\$ 953	\$ 1,200	\$ 1,260	\$1,284.00	\$1,348.20	
RPS-PDBV11-ENT-AI	ImageRPS Enterprise Database - Additional User		35	\$ 139			\$ 4,054	\$ 5,108	\$ 5,363	\$5,466.00	\$5,739.30	
RPS-PTDE-12	Progress Transparent Data Encryption		40	\$ 29			\$ 967	\$ 1,218	\$ 1,279	\$1,303.00	\$1,368.15	
310-MAVROCUSM01	Mavro Custom Module		1	\$ 8,300			\$ 6,917	\$ 8,715	\$ 9,151	\$9,326.00	\$9,792.30	
6ABWBR1650W22	CA-ARCserve-Backup-Client-Agent-for-Windows-r16.5		1	\$ 79			\$ 66	\$ 83	\$ 87	\$89.00	\$93.45	
6ABWBR1650W90	CA-ARCserve-Backup-for-Windows-r16.5		+	\$ 156			\$0.00	n/a	n/a	n/a	n/a	
6ABWBR1650W09C	CA-ARCserve-Backup-Agent-for-Open-Files-on-Windows-r16.5		+	\$448			\$0.00	n/a	n/a	n/a	n/a	
1234838-1600	Orbograph Accura XV™		1	\$ 3,017			\$ 2,514	\$ 3,168	\$ 3,326	\$3,390.00	\$3,559.50	
310-01-00001-10-4	ImageRPS SQL Reformatter Basic Database Service		1	\$ 1,850			\$ 1,850	\$1,850.00	\$1,850.00	\$1,850.00	\$1,942.50	
	<b>RPS total</b>			<b>\$ 169,176</b>			<b>\$ 157,259</b>	<b>\$ 169,431</b>	<b>\$ 177,647</b>	<b>\$ 181,713</b>	<b>\$ 190,799</b>	
												8 Year RPS total
	RPS Hardware Total			\$44,513.60		\$30,028.48	\$31,715.00	\$33,300.00	\$34,632.00	\$36,363.60	\$210,552.68	
	RPS Software Total			\$124,662.46		\$127,231.00	\$137,716.00	\$144,346.89	\$147,081.00	\$154,435.05	\$835,472.40	
	Subtotal RPS Maintenance			\$169,176.06		\$157,259.48	\$169,431.00	\$177,646.89	\$181,713.00	\$190,798.65	\$1,046,025.08	
	Less 2% Multi-Yr SW Discount			(2,493.25)		(2,544.62)	(2,754.32)	(2,886.94)	0.00	0.00	(10,679.13)	
	<b>Total RPS Maintenance</b>			<b>\$166,682.81</b>		<b>\$154,714.86</b>	<b>\$166,676.68</b>	<b>\$174,759.95</b>	<b>\$181,713.00</b>	<b>\$190,798.65</b>	<b>\$1,035,345.95</b>	

**AMENDMENT NUMBER THREE  
TO CONTRACT NUMBER 76070 FOR MAINTENANCE AND SUPPORT SERVICES  
OF OPEX CORPORATION MAIL PROCESSING EQUIPMENT**

This Amendment Number Three, dated as of December 11, 2018, (together with all Exhibits, Schedules, and Attachments hereto, "Amendment Number Three") to Contract Number 76070 (as defined below) is entered into by and between the County of Los Angeles ("County") and OPEX Corporation, a New Jersey corporation ("Contractor"), to provide equipment Maintenance and Support Services based on the following recitals:

**WHEREAS**, County and Contractor have entered into that certain Contract Number 76070, dated as of April 3, 2007, (together with all Exhibits, Schedules and Attachments thereto, all as amended from time to time, "Contract") for mail processing equipment that supports the County Treasurer and Tax Collector's ("TTC") remittance processing system, which includes mandated operations of collecting secured and unsecured property taxes. Initial capitalized terms used in this Amendment Number Three without definition have the meanings given to such terms in the Contract;

**WHEREAS**, County and Contractor entered into Amendment Number One to the Contract dated as of March 2011, that among other things described therein, extended the Contract for two years with two one-year option renewals;

**WHEREAS**, County and Contractor entered into Amendment Number Two to the Contract dated as of March 17, 2015, that among other things described therein, extended the Contract for two years with two one-year option renewals;

**WHEREAS**, County and Contractor desire to further extend the Contract for eight months and four month-to-month options for a maximum total of twelve months for the continued Maintenance and Support Services of the applicable mail processing hardware equipment, and to make such other changes described herein, all as further described in, and subject to the terms and conditions of this Amendment Number Three;

**NOW, THEREFORE**, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment Number Three, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor hereby agree as follows:

1. Amendment Number Three Effective Date. This Amendment Number Three shall be effective as of February 1, 2019, or the date first set forth above, whichever is later (Amendment Number Three Effective Date) and has been executed by an authorized officer of Contractor and has been approved by County's Board of Supervisors (Board).
2. Section 4.0 (Term of Contract). Amend the Contract to restate Section 4.0 (Term of Contract) in its entirety, as follows:

76070  
Supplement No. 3

**4.0 TERM OF CONTRACT**

- 4.1 This Contract is effective upon the Amendment Number Three Effective Date for an initial period of eight months with four optional month-to-month extensions, unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2 Contractor shall invoice the County in advance for the initial eight-month period, and in advance for each of the optional four month-to-month extensions requested by the TTC.
- 4.3 The amended term of this Contract shall begin on the Amendment Number Three Effective Date and if all optional renewals are exercised shall continue through January 31, 2020, which reflects one eight-month period with four optional month-to-month extensions, for a maximum twelve-month renewal at the sole discretion of the TTC. Any extension shall be subject to Contractor's rates set forth in the revised Exhibit B amended in accordance with this Amendment Number Three.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a Contract Term extension option.

- 3. Section 5.0 (Contract Sum). Amend the Contract to restate Subsection 5.1 (Contract Sum) in its entirety, as follows:

**5.0 CONTRACT SUM**

- 5.1 The Contract Sum under this Contract shall be the total monetary amount payable by the County to Contractor for supplying all the tasks, subtasks, deliverables, goods, services, and other work requested and specified under this Contract in accordance with the amounts set forth in the revised Exhibit B, Equipment and Pricing Schedule, amended in accordance with this Amendment Number Three. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein or in a Change Notice or Amendment.

- 4. SubSection 5.8 (Default Method of Payment). Amend the Contract to add new Subsection 5.8 as follows:

**5.8 Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

- 5.8.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under a Contract with the County shall be Electronic Funds

Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor Controller (A-C).

- 5.8.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.8.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 5.8.4 At any time during the duration of the Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

5. Subsection 8.1 (Assignment and Delegation/Mergers or Acquisitions). Amend the Contract to restate Subsection 8.1 (Assignment and Delegation/Mergers or Acquisitions) in its entirety, as follows:

- 8.1.1 The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.1.2 The Contractor shall not assign its rights or delegate its duties under this Contract, 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, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.1.3 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s),

corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.1.4 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or 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 Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

6. Subsection 8.11 (Consideration of Hiring GAIN/GROW Program Participants). Amend the Contract to restate the Subsection 8.11 (Consideration of Hiring GAIN/GROW Program Participants) in its entirety, as follows:

**8.11 Consideration of Hiring GAIN/GROW Participants**

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the contractor. Contractors shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

7. Subsection 8.13 (Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law). Amend the Contract to restate the Subsection 8.13 (Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law) in its entirety, as follows:

**8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law**

8.13.1 The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The



Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit G, in a prominent position at the contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at [www.babysafela.org](http://www.babysafela.org).

8. Subsection 8.15 (County's Quality Assurance Plan). Amend the Contract to restate Subsection 8.15 (County's Quality Assurance Plan) in its entirety, as follows:

8.15 The County or its agent(s) will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

9. Subsection 8.32 (Notice to Employees Regarding the Safely Surrendered Baby Law). Amend the Contract to restate the Subsection 8.32 (Notice to Employees Regarding the Safely Surrendered Baby Law) in its entirety, as follows:

**8.32 Notice to Employees Regarding the Safely Surrendered Baby Law**

8.32.1 The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I, Safely Surrendered Baby Law of this Contract. Additional information is available at [www.babysafela.org](http://www.babysafela.org).

10. New Subsection 8.51 (Compliance with County's Zero Tolerance Policy on Human Trafficking). Amend the Contract to add new Subsection 8.51 (Compliance with County's Zero Tolerance Policy on Human Trafficking) as follows:

**8.51 Compliance with County's Zero Tolerance Policy on Human Trafficking**

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

11. New Subsection 8.52 (Compliance with Fair Chance Employment Practices). Amend the Contract to add new Subsection 8.52 (Compliance with Fair Chance Employment Practices) as follows:

**8.52 Compliance with Fair Chance Employment Practices**

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

12. Exhibit B (Equipment and Pricing Schedule Revised under Change Notice Ten). Replace Exhibit B (Equipment and Pricing Schedule Revised under Change Notice Ten) to the Contract with the attached revised Exhibit B (Equipment and Pricing Schedule Revised under Amendment Number Three).
13. No Other Amendments; Effect on Contract. Except as expressly provided in this Amendment Number Three, all other terms and conditions of the Contract shall remain the same and in full force and effect.
14. Authority. Contractor and the persons executing this Amendment Number Three on behalf of Contractor hereby represent and warrant that the person executing this Amendment Number Three for Contractor is an authorized agent who has the actual authority to bind the Contractor to each and every item, condition, and obligation of the Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.
15. Governing Law. This Amendment Number Three shall be governed by and construed in accordance, with the laws of California State applicable to agreements made and to be performed within California State.

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IN WITNESS WHEREOF, Contractor has executed this Amendment Number Three, or caused it to be duly executed and the County, by order of its Board of Supervisors, has caused this Amendment Number Three to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

COUNTY OF LOS ANGELES

By Jenice Hahn  
Chair, Board of Supervisors

CONTRACTOR  
OPEX Corporation

By [Signature]  
Signature

Winnie W. Chow  
Print Name

Asst. Dir., Corp. & Legal Affairs  
Title

ATTEST:

CELIA ZAVALA  
Executive Officer  
Board of Supervisors

By: [Signature]  
Deputy



I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

CELIA ZAVALA  
Executive Officer  
Clerk of the Board of Supervisors

By: [Signature]  
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By: [Signature]  
Deputy County Counsel

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

25

DEC 11 2018

[Signature]  
CELIA ZAVALA  
EXECUTIVE OFFICER

76070 Supplement No. 3



EXHIBIT B  
EQUIPMENT AND PRICING SCHEDULE

**I. Annual Maintenance Schedule**

<b>Machine Type</b>		<b>Models 51 &amp; 72</b>	<b>Models AS3600i &amp; AS7200</b>	<b>MPE 7.5</b>
<b>Demand</b>		<b>Unlimited</b>	<b>Unlimited</b>	<b>Unlimited</b>
<b>Response Time</b>		<b>4 Hours</b>	<b>4 Hours</b>	<b>2 Hours</b>
<b>Preventive</b>		<b>12</b>	<b>6</b>	<b>12</b>

<b>Projected Maximum Weekend On Demand Cost</b>	<b>Total</b>
<del>Year 1 - \$195.00 per hour and \$0.39 ea. mile</del>	<del>\$6,290</del>

<b>Projected Maximum Holiday On Demand Cost (Good Friday only)</b>	<b>Total</b>
<del>Year 2019 - \$195.00 per hour and \$0.39 ea. mile (\$40</del>	<del>\$2,179</del>

**AMENDMENT NUMBER FIVE  
TO AGREEMENT NO. 74507 FOR MAINTENANCE AND SUPPORT  
OF THE AUTOMATED CASHIERING SYSTEM**

This Amendment Number Five, dated as of December 11, 2018 (hereinafter together with all Exhibits, Schedules, and Attachments hereto, "Amendment No. 5") to the Agreement (as defined below) is entered into by and between the County of Los Angeles (hereinafter "County") and CORE Business Technologies, a Rhode Island corporation (hereinafter "Contractor") and is effective as of the Amendment No. 5 Effective Date (as defined below) based on the following recitals:

**WHEREAS**, the County and Contractor have entered into that certain Agreement No. 74507 dated as of June 10, 2003, (together with all Exhibits, Schedules and Attachments thereto, all as amended from time to time, hereinafter "Agreement") for an Automated Cashiering System (hereinafter "ACS") which supports the County Treasurer and Tax Collector (hereinafter "TTC") mandated operations of collecting secured and unsecured property taxes. Initial capitalized terms used in this Amendment No. 5 without definition have the meanings given to such terms in the Agreement; and

**WHEREAS**, the County and Contractor entered into Amendment No. 1 to the Agreement dated as of August 17, 2004, for the substitution of the source code escrow agent under the Agreement; and

**WHEREAS**, the County and Contractor entered into Amendment No. 2 to the Agreement dated as of March 4, 2008, that, among other things described therein, increased the Maximum Agreement Sum from \$489,175 to \$522,838 to accommodate the purchase of three additional workstations including system hardware, software, and maintenance and support, and delegated authority to the TTC to increase or decrease the Maximum Agreement Sum by up to 15% annually to accommodate technological advances, any increase or decrease in equipment, software and/or maintenance, or necessary professional services as further described in Amendment No. 2, and entered into subsequent Change Notices for administration and/or professional services such that the Maximum Agreement Sum was further increased to \$795,170; and

**WHEREAS**, the County and Contractor entered into Amendment No. 3 to the Agreement dated as of May 11, 2010, that, among other things described therein, extended the Agreement for two years with two one-year option periods; and

**WHEREAS**, the County and Contractor entered into Amendment No.4 to the Agreement dated as of November 19, 2013, that among other things described therein, increased the Maximum Agreement Sum from \$795,170 to \$995,170 for the continued maintenance, support, and professional services for the ACS and to extend the current term of the Agreement; and subject to the terms and conditions.

**WHEREAS**, the County and Contractor desire to amend the Agreement (a) to increase the Maximum Agreement Sum; (b) to further extend the Agreement for one eight-month extension and four optional month-to-month extensions, for a maximum total of twelve months for the continued maintenance and support services; and (c) to make such other changes described herein, all as further described in, and subject to the terms and conditions of this Amendment No. 5.

**NOW, THEREFORE**, in consideration of the foregoing recitals, all of which are incorporated, as part of this Amendment No. 5, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Contractor hereby agree as follows:

1. Amendment No. 5 Effective Date. This Amendment No. 5 shall be effective as of February 1, 2019, or the date first set forth above, whichever is later ("Amendment No. 5 Effective Date") and has been approved by the County's Board of Supervisors (Board) and executed by an authorized officer of Contractor.
2. Section 7.0 (Term). Amend the Agreement to restate Section 7.0 (Term) in its entirety, as follows:

**7.0 TERM**

7.0 This Agreement shall go into effect upon the Amendment No. 5 Effective Date for an initial period of eight months with four optional month-to-month extensions for a maximum of twelve months, unless sooner terminated or later extended, in whole or in part, as provided herein.

7.1 This Amendment No. 5 extends the term of this Agreement for one eight-month period. In addition, the County shall have the irrevocable option, in its sole discretion, to extend the term of this Agreement on a month-to-month basis for up to an additional four months, for a maximum of twelve months under this Amendment No. 5. This option may be exercised by the County, by and through County's Project Director. To exercise the County's option, the County's Project director shall provide to Contractor's Project Director, no later than 30 days prior to the expiration of the Agreement or any extension period, written Notice of the County's intention to extend.

7.2 [Intentionally Omitted].

3. Section 8.0 (Agreement Sum). Amend the Agreement to restate Subsection 8.1 (Agreement Sum; General) in its entirety, as follows:

**8.0 AGREEMENT SUM**

8.1 General

Notwithstanding any other provision of this Agreement, whether expressly or by implication, the Maximum Agreement Sum authorized by the County hereunder shall not exceed a total of \$1,160,359, which is throughout and hereinafter referred to as the "Maximum Agreement Sum," which Maximum Agreement Sum is allocated as set forth on the revised Appendix D (Schedule of Payments) to Exhibit A (Statement of Work).

4. Section 9.0 (Invoices and Payments). Amend the Agreement to add Subsection 9.6 (Invoices and Payments), as follows:

9.6 Contractor shall invoice the County based on an annual premium. The TTC agrees to pay the annual renewal premium for maintenance and support

services as set forth on the revised Appendix D (Schedule of Payments) to Exhibit A (Statement of Work).

5. Section 9.0 (Invoices and Payments). Amend the Agreement to add Subsection 9.7, "Default Method of Payment: Direct Deposit or Electronic Funds Transfer", as follows:

**9.7 DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER**

9.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under a Contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor Controller (A-C).

9.7.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

9.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

9.7.4 At any time during the duration of the Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

6. New Section 45.5 (Changes of Escrow Agent/Agreement). Amend the Agreement to restate Subsection 45.5 (Changes of Escrow Agent/Agreement) in its entirety, as follows:

45.5 [Intentionally Omitted].

7. Section 10.0 (Assignment and Delegation). Amend the Agreement to restate Section 10.0 (Assignment and Delegation/Mergers or Acquisitions) in its entirety, as follows:

**10.0 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS**

10.1 The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

10.2 The Contractor shall not assign its rights or delegate its duties under this Contract, 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, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

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

10.4 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or 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 Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8. Section 29.2 (Contractor's Use of GAIN/GROW Participants). Amend the Agreement to restate Subsection 29.2 (Contractor Hiring; Consideration of Hiring GAIN/GROW Participants) in its entirety, as follows:

29.2 Contractor's Use of GAIN/GROW Participants

29.2.1 Should the contractor require additional or replacement personnel after the effective date of this Contract, the contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the contractor. Contractors shall report all job openings with job requirements to: [GAINGROW@DPSS.LACOUNTY.GOV](mailto:GAINGROW@DPSS.LACOUNTY.GOV) and [BSERVICES@WDACS.LACOUNTY.GOV](mailto:BSERVICES@WDACS.LACOUNTY.GOV) and DPSS will refer qualified GAIN/GROW job candidates.

29.2.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

9. Section 43.0 (County's Quality Assurance Plan). Amend the Agreement to restate Section 43.0 (County's Quality Assurance Plan) in its entirety, as follows:

**43.0 COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent(s) will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

10. New Section 64.0 (Time off for Voting). Amend the Agreement to add Section 64.0, "Time off for Voting", as follows:

**64.0 TIME OFF FOR VOTING**

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

5. New Section 65.0 (Compliance with County's Zero Tolerance Policy on Human Trafficking). Amend the Agreement to add Section 65.0, "Compliance with County's Zero Tolerance Policy on Human Trafficking", as follows:

**65.0 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING**

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

6. New Section 66.0 (Compliance with Fair Chance Employment Practices). Amend the Agreement to add Section 66.0, "Compliance with Fair Chance Employment Practices", as follows:

**66.0 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES**

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

7. Appendix D (Schedule of Payments). Amend Appendix D (Schedule of Payments) to Exhibit A (Statement of Work) to the Agreement, as last amended by Change Notice No. 18, by deleting the page thereof identified as Attachment 5 to Change Notice No. 18 and replacing it with the Revised Appendix D (Schedule of Payments) to Exhibit A (Statement of Work), attached hereto and incorporated by this reference.
8. No Other Amendments; Effect on Agreement. Except as expressly provided in this Amendment No. 5, all other terms and conditions of the Agreement shall remain the same and in full force and effect.
9. Authority. Contractor and the persons executing this Amendment No. 5 on behalf of Contractor hereby represent and warrant that the person executing this Amendment No. 5 for Contractor is an authorized agent who has the actual authority to bind the Contractor to each and every item, condition, and obligation of the Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.
10. Governing Law. This Amendment No. 5 shall be governed by and construed in accordance, with the laws of the State of California applicable to agreements made and to be performed within the State.

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IN WITNESS WHEREOF, Contractor has executed this Amendment No. 5, or caused it to be duly executed and the County, by order of its Board of Supervisors, has caused this Amendment No.5 to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

COUNTY OF LOS ANGELES

By Jamie Hahn  
Chair, Board of Supervisors

CONTRACTOR  
CORE Business Technologies

By [Signature]  
Signature

Mark S. Cohen  
Print Name

President  
Title

ATTEST:

CELIA ZAVALA  
Executive Officer  
of the Board of Supervisors



I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

CELIA ZAVALA  
Executive Officer  
Clerk of the Board of Supervisors

By [Signature]  
Deputy

By [Signature]  
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By [Signature]  
Deputy County Counsel

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

▶ 25

DEC 1 2018

[Signature]  
CELIA ZAVALA  
EXECUTIVE OFFICER

74507 Supplement No. 5

Treasurer and Tax Collector  
Automated Cashiering System  
CORE Business Technologies  
Agreement Number 74507

Exhibit A – Statement of Work  
Appendix D

Agreement Type (Original, Amendment, Change Notice)	Deliverables and System Hardware	Maintenance Services	Travel	Other Professional Services	Total
<b>Original Agreement Sum</b>	<b>\$342,610</b>	<b>\$106,565</b>	<b>\$20,000</b>	<b>\$20,000</b>	<b>\$489,175</b>
Expenditures - Original	(\$342,610)	(\$106,565)	(\$14,890)	(\$19,065)	(\$483,130)
<b>Amd1<sup>①</sup> - NO FINANCIAL IMPACT</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Amd2 Funds<sup>②</sup> FUNDS ADDED</b>	<b>\$30,336</b>	<b>\$3,327</b>	<b>\$0</b>	<b>\$0</b>	<b>\$33,663</b>
Expenditures - Amd2	(\$29,769)	(\$2,952)			(\$32,721)
<b>Chg Not1 Funds<sup>③</sup> FUNDS ADDED</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$78,425</b>	<b>\$78,425</b>
Expenditures - Chg Not1				(\$29,955)	(\$29,955)
<b>Chg Not2, 3, &amp; 4 - NO FIN. IMPACT</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Chg Not5 Funds<sup>④</sup> FUNDS ADDED</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$90,189</b>	<b>\$90,189</b>
<b>Chg Not6 Funds<sup>⑤</sup> FUNDS ADDED</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$103,718</b>	<b>\$103,718</b>
Expenditures - Chg Not5 & 6				(\$21,700)	(\$21,700)
<b>Chg Not7 - Onsite Design Visit</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Expenditures - Chg Not7				(\$7,179)	(\$7,179)
<b>Amd3 - NO FIN. IMPACT</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Chg Not8 - Credit Card Project</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Expenditures - Chg Not8				(\$116,537)	(\$116,537)
<b>Chg Not9 - Lic/Prof. Svc.</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Expenditures - CN 9					
Expenditures - Chg Not9				(\$3,867)	(\$3,867)
<b>Other Expenditures - Maint for Yrs 8 &amp; 9</b>					
Expenditures - Other				(\$49,157)	(\$49,157)
<b>Chg Not10 - Payfile Retrieval</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Projected Expenditures - Chg Not10				(\$1,200)	(\$1,200)
<b>CANCELED Chg Not10 - Payfile Retrieval</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Reversal				\$1,200	\$1,200
<b>Chg Not11 - OCR Scanners</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Projected Expenditures - CN 11					
Projected Expenditures - Chg Not11				(\$2,448)	(\$2,448)
<b>Other Expenditures - Maint for Yr 10</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Expenditures				(\$25,663)	(\$25,663)
<b>Chg Not12 - NO FIN. IMPACT</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Chg Not13 - Modify Payfile Dates</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Projected Expenditures - Chg Not13				(\$2,400)	(\$2,400)
<b>Other Expenditures - Maint for Yr 11</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Projected Expenditures				(\$24,586)	(\$24,586)
<b>Amd4 Funds<sup>⑥</sup> FUNDS ADDED</b>					<b>\$184,913</b>
<b>Chg Not14 - System Upgrade</b>	<b>\$68,380</b>	<b>\$17,895</b>	<b>\$5,554</b>	<b>\$93,084</b>	
Projected Expenditures - Chg Not14	(\$68,380)	(\$17,895)	(\$5,554)	(\$15,000)	(\$106,829)
Projected Expenditures - Maint for Yr 12				(\$35,180)	(\$35,180)
Projected Expenditures - Maint for Yr 13					
<b>PROJECTED BALANCE AFTER CN14</b>	<b>\$567</b>	<b>\$375</b>	<b>\$5,110</b>	<b>\$29,812</b>	<b>\$35,864</b>
<b>Chg Not15 Funds<sup>⑦</sup> FUNDS ADDED</b>	<b>\$0</b>	<b>\$93,248</b>	<b>\$0</b>		<b>\$149,276</b>
Projected Expenditures - Chg Not15		(\$93,248)			(\$93,248)
<b>PROJECTED BALANCE AFTER CN15</b>	<b>\$567</b>	<b>\$375</b>	<b>\$5,110</b>	<b>\$29,812</b>	<b>\$91,892</b>
<b>Chg Not16 Funds<sup>⑧</sup> Refund Module/Mods</b>	<b>\$32,326</b>	<b>\$1,268</b>	<b>\$4,631</b>	<b>\$12,000</b>	
Projected Expenditures - Chg Not16	(\$32,326)	(\$1,268)	(\$4,631)	(\$12,000)	(\$50,225)
<b>PROJECTED BALANCE AFTER CN16</b>	<b>(\$96,207)</b>	<b>(\$20,296)</b>	<b>\$10,220</b>	<b>\$80,380</b>	<b>\$41,666</b>
<b>Chg Not17B Funds<sup>⑨</sup> PinPad/FIS Security Upd</b>	<b>\$979</b>	<b>\$495</b>	<b>\$0</b>	<b>\$15,163</b>	
Projected Expenditures - Chg Not17B	(\$979)	(\$495)	\$0	(\$15,163)	(\$16,637)
<b>PROJECTED BALANCE AFTER CN17B</b>	<b>(\$94,506)</b>	<b>(\$19,171)</b>	<b>\$20,440</b>	<b>\$162,560</b>	<b>\$25,029</b>
<b>Chg Not18 Funds<sup>⑩</sup> Cty Seal on PinPad</b>	<b>\$979</b>	<b>\$495</b>	<b>\$0</b>	<b>\$1,738</b>	
Projected Expenditures - Chg Not18	(\$979)	(\$495)	\$0	(\$1,738)	(\$3,212)
<b>PROJECTED BALANCE AFTER CN18</b>	<b>(\$189,012)</b>	<b>(\$38,342)</b>	<b>\$40,880</b>	<b>\$331,399</b>	<b>\$21,817</b>
<b>Amd5 Funds<sup>⑪</sup> FUNDS ADDED</b>					<b>\$31,000</b>
Projected Expenditures - Maint and Support				(\$30,787)	(\$30,787)
<b>TOTAL AGREEMENT SUM</b>	<b>\$475,610</b>	<b>\$224,272</b>	<b>\$30,185</b>	<b>\$415,296</b>	<b>\$1,160,359</b>
<b>TOTAL EXPENDITURES</b>	<b>(\$475,043)</b>	<b>(\$222,918)</b>	<b>(\$25,075)</b>	<b>(\$357,053)</b>	<b>(\$1,110,875)</b>
<b>PROJECTED BALANCE</b>	<b>\$567</b>	<b>\$1,354</b>	<b>\$5,110</b>	<b>\$58,243</b>	<b>\$49,483</b>

① BOS approved Amendment 1 on 8/17/07 for Escrow Agent Substitution.

② BOS approved Amendment 2 on 3/04/08 for hardware/software maintenance and 3 additional workstations. Term thru 6/09/08.

③ Change Notice 1 issued 5/16/08. Term eff. 6/10/08 - 6/09/09. Increased by 15%.

④ Change Notice 5 issued on 6/05/09 for Year 6. Increased by 15% to accommodate technological advances, addition/deletion of equipment, software, maintenance, and professional services.

⑤ Change Notice 6 issued on 6/18/09 for Year 7. Increased by 15% to accommodate system implementation and enhancements, professional services, and facilitate credit card payment transaction processing.

⑥ BOS approved Amendment 4 on 11/19/13 for hardware/software System Upgrade. Term thru 1/31/15.

⑦ Change Notice 15 issued on 4/4/14 for Year 12. Increased by 15% to accommodate system implementation and enhancements, professional services, and facilitate credit card payment transaction processing.