



Los Angeles County Registrar-Recorder/County Clerk

DEAN C. LOGAN
Registrar-Recorder/County Clerk

August 04, 2020

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

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

42 August 4, 2020

CELIA ZAVALA
EXECUTIVE OFFICER

**REQUEST APPROVAL OF SOLE SOURCE AGREEMENT #20-002 WITH KNOWiNK, LLC FOR
ELECTRONIC POLLBOOK (E-POLLBOOK) MAINTENANCE AND SUPPORT SERVICES
(ALL DISTRICTS) (4 VOTES)**

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

SUBJECT

The Department of Registrar-Recorder/County Clerk (Department) requests approval to execute Sole Source Agreement #20-002 with KNOWiNK, LLC (KNOWiNK) to provide Electronic Pollbook (E-Pollbook) maintenance and support services effective for a two (2) year and six (6) month Initial base term with four (4) optional one-year extensions and six (6) optional month-to-month extensions for a maximum term of seven (7) years.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Registrar-Recorder/County Clerk (RR/CC), or designee, to execute a Sole Source Agreement substantially similar to Attachment I effective for a period of two (2) years and six (6) months unless sooner extended or terminated in whole or in part, with four (4) one-year option terms and six (6) month-to-month options, for an aggregate term of seven (7) years. The Agreement sum over the potential maximum term is \$13,860,000. The estimated cost breakdown is \$1,980,000 for FY 20-21; \$1,980,000 for FY 21-22; \$1,980,000 for FY 22-23; \$1,980,000 for FY 23-24; \$1,980,000 for FY 24-25; \$1,980,000 for FY 25-26; and \$1,980,000 for FY 26-27.

2. Delegate authority to the RR/CC, or designee, to negotiate and execute amendments to: (i) exercise option terms, (2) make changes Statement of Work as operationally necessary, provided that County Counsel approval is obtained, and (3) to make any other necessary changes which does not materially alter any term or condition of the Agreement.

3. Delegate authority to the RR/CC, or designee, to terminate the Agreement as necessary provided that County Counsel approval is obtained.

4. Delegate authority to the RR/CC, or designee, to execute changes to the original Agreement sum of \$13,860,000, including an increase of no more than ten percent (10%) total over the potential maximum term provided that approval from Chief Executive Office and County Counsel approval is obtained.

5. Delegate authority to the RR/CC, or designee, to execute change orders for system enhancements with allocated pool dollars not to exceed \$1,386,000 provided that approval from Chief Information Office and County Counsel is obtained.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Under the new Voting Solutions for All People (VSAP) model, the paper Roster of Voters is not a viable solution since it does not reflect a voter's status at each Vote Center. The State-Certified Electronic Pollbook (E-Pollbook) enables changes in a voter's status to be made and reflected in real-time. The E-Pollbooks are connected through a network of electronic rosters that facilitate the distribution of voter status across the entire Vote Center network. Additionally, the network has other dynamic features such as updating the voter rolls in near-real time, suspending Vote by Mail ballots, and transmitting voter participation to the Secretary of State.

E-Pollbooks were implemented for the first time in Vote Centers for the March 3, 2020, Presidential Primary Election, as part of the new election model for the County. Previously, Polling Places used a paper Roster of Voters in each precinct. Every eligible voter in a precinct was printed on a paper roster and distributed to each voting location. A Supplemental roster was required to reflect any changes in voter registration information after the original rosters were printed.

The Sole Source Agreement with KNOWiNK, is required for support of the November 3, 2020 Presidential General Election and future elections during the Term of this Agreement. The Agreement holds the vendor accountable for activities including, but not limited to, 8.310 Poll Pad Data Staging, Device Staging, Volume Testing, Deployment Planning, Process Creation, Training and Maintenance and Support of the ePulse which is the E-Pollbook Management for all Elections. A contingency fund to provide additional software, hardware and professional services on an as-needed basis will allow equipment to be fully functional and up-to-date for the Term of the Agreement.

KNOWiNK has advised the Department that it is the sole provider of support and maintenance services for all E-Pollbooks equipment, which are comprised exclusively of proprietary devices and software embedded on those devices. Additionally, the Poll Pad and ePulse equipment and software can only be maintained by KNOWiNK. KNOWiNK does not license or authorize maintenance and support of its equipment by third parties.

KNOWiNK's staff has the training and expertise to specifically troubleshoot, deploy, maintain, and configure the E-Pollbook Poll Pad® hardware and software to support our staff in the Warehouse, Call Centers, and Field Deployment.

The continuation of services from KNOWiNK will provide the necessary resources for future customizations and enhancements needed to continue to interface with the federally mandated, state centralized, and interactive statewide voter registration database as well as to address all outcomes from the March 2020 Primary Election defined in the Department's April 27, 2020 Board Report and the external independent consultant report.

Implementation of Strategic Plan Goals

This request supports the County Strategic Plan as follows:

Goal No. III, Technology/Innovation: Improve the use of technology so that Department personnel can work together efficiently to solve workplace challenges. The KNOWiNK Agreement will provide the Department E-Pollbook and ePulse Maintenance and Support Services for the November 3, 2020 Presidential General Election and any future elections.

FISCAL IMPACT/FINANCING

The estimated cost of the recommended Agreement, including amendments, is \$13.9M. If the ten percent (10%) contingency is utilized, the total Agreement cost will increase by \$1.4M to \$15.3M. Funding for year 1 at \$1.98M is included in the RR/CC Fiscal Year (FY) 2020-21 VSAP Budget. Funding for future fiscal years will be requested by RR/CC through the annual FY budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The RR/CC has determined that provisions of the County's Living Wage Program (County Code Chapter 2.201) and of the County's Low-Cost Labor Resource Program (Board Policy 5.030) do not apply to this Agreement.

The Agreement contains Board required provision including those pertaining to consideration of qualified County employees targeted for layoff, as well as qualified GAIN/GROW participants for employment openings, compliance with Jury Duty Ordinance, Safely Surrendered Baby Law, and Child Support Compliance Programs. In addition, KNOWiNK is required to notify the County when the Agreement term is within six (6) months from expiration and when it has reached seventy-five percent (75%) of the authorized Agreement Sum.

The Agreement contains certain applicable information technology provisions to protect the County in the event of KNOWiNK's deficient performance and/or breach of warranties, including intellectual property indemnification, assessment of credits against maintenance costs for KNOWiNK's failure to meet service level Agreements, and Termination for Default. The Department believes the language negotiated is commercially reasonable and does not impose an unacceptable risk or burden to the County.

CONTRACTING PROCESS

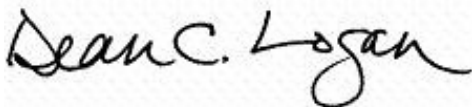
In accordance to Board Policy 5.100 (Policy), the Department sent the Board Notification of Intent on June 23, 2020 to enter into a Sole Source Agreement with KNOWiNK. Negotiations for continued Electronic Pollbook (E-Pollbook) Maintenance and Support Services proceeded after the four (4) week notification period. The required Sole Source Checklist (Attachment II) identifies the Department's need for a Sole Source Agreement with KNOWiNK.

The Chief Executive Office (CEO) has reviewed and recommends approval of this Board letter. CEO Risk Management Branch has reviewed and approved the insurance and indemnification provisions in the recommended sole source Agreement as to form. The Chief Information Office (CIO) recommends approval of this request and a formal CIO Analysis is attached (Attachment III). County Counsel has reviewed this Board letter and approved as to form the attached Agreement.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

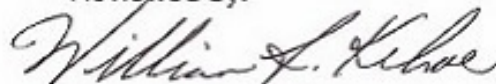
Your Board's approval of the noted actions will allow RR/CC to continue uninterrupted critical support of the Poll Pad equipment, critical system support of ePulse solution, Election support and address risks around volume testing and deployment of the equipment and the support of all Elections.

Respectfully submitted,



DEAN C. LOGAN
Registrar-Recorder/County Clerk

Reviewed by:



WILLIAM KEHOE
Chief Information Officer

DCL:DM:AB
VW:jw

Enclosures

c: Executive Office, Board of Supervisors
Chief Executive Office
County Counsel
Chief Information Office



AGREEMENT #20-002

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

CONTRACTOR

FOR

**ELECTRONIC POLLBOOK (E-POLLBOOK)
MAINTENANCE AND SUPPORT SERVICES**

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- H Jury Service Ordinance
- I Intellectual Property Developed-Designed by Contractor
 - I2 - Contractor's Assignment and Transfer of Copyright
 - I3 - Notary Statement for Assignment and Transfer of Copyright
- J Safely Surrendered Baby Law

**AGREEMENT BETWEEN
COUNTY OF LOS ANGELES
AND
KNOWiNK, LLC
FOR
ELECTRONIC POLLBOOK (E-POLLBOOK) MAINTENANCE
AND SUPPORT SERVICES**

This Agreement (“Agreement”) made and entered into this ____ day of _____, 2020 by and between the County of Los Angeles (“County”), and KNOWiNK, LLC (“Contractor”). Contractor is located at 2111 Olive Street, Saint Louis, Missouri 63103-1629.

RECITALS

WHEREAS, the successful conduct of elections are vital to a functioning democracy; and

WHEREAS, the State of California regulates the use of E-Pollbooks in elections, for example, pursuant to the Code of Regulations Sections 20150 - 20165, Government Code Section 12172.5, and Election Code Section 2550; and

WHEREAS, the Contractor is a private firm offering State of California approved E-Pollbooks, under its Poll Pad brand, which the County previously purchased; and

WHEREAS, the County’s E-Pollbooks provided by Contractor did not perform to expectations in the County’s March 2020 Presidential Primary Election, as confirmed by an independent third party report; and

WHEREAS, County desires enhanced E-Pollbook Maintenance and Support Services to ensure the success of its future elections, including the November 2020 Presidential Election, and remediation of E-Pollbook issues identified during its March 2020 Presidential Primary Election; and

WHEREAS, the County may contract with private businesses for specialized services, such as E-Pollbook Maintenance and Support Services, when certain requirements are met, for example, pursuant to Government Code Section 31000; and

WHEREAS, the Contractor is a private firm specializing in providing E-Pollbook Maintenance and Support Services; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1 APPLICABLE DOCUMENTS

- 1.1 Exhibits A, B, C, D, E, F, G, H, and I, are attached to and form a part of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Agreement and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 Exhibit A - Statement of Work
- 1.2 Exhibit B - Pricing Schedule
- 1.3 Exhibit C - Contractor's Proposed Schedule
- 1.4 Exhibit D - Contractor's EEO Certification
- 1.5 Exhibit E - County's Administration
- 1.6 Exhibit F - Contractor's Administration
- 1.7 Exhibit G - Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement
- 1.8 Exhibit H - Jury Service Ordinance
- 1.9 Exhibit I - Intellectual Property Developed-Designed by Contractor
 - 12 - Contractor's Assignment and Transfer of Copyright
 - 13 - Notary Statement for Assignment and Transfer of Copyright
- 1.10 Exhibit J - Safely Surrendered Baby Law

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall

be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

2 DEFINITIONS

2.1 Standard Definitions:

2.1.1 The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1.1.1 **Acceptance:** As used herein, the term shall mean County's written approval of any tasks, subtasks, deliverables, goods, services or other Work, including Acceptance Tests, provided by Contractor to County pursuant to this Agreement.

2.1.1.2 **Acceptance Certificate:** As used herein, the term shall mean a County signed and approved Acceptance Certificate for all Work performed under this Agreement containing the requirements of Exhibit A-3 (Task/Deliverable Acceptance Certificate), as further specified in Paragraph 6.5 (Approval of Work). After the Acceptance Certificate is fully executed, Contractor may invoice County for payment.

2.1.1.3 **Agreement:** This Agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Agreement sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work. This word is used interchangeably with the word "Contract".

2.1.1.4 **Amendment:** As used herein, the term shall have the meaning specified in Paragraph 8.1 (Amendments and Change Notices).

2.1.1.5 **Annual Fees:** As used herein, the term shall mean the annual fees to be paid by County to Contractor commencing upon first anniversary of the Effective Date and shall include License Renewal Fees and Software Support Fees, as specified in Exhibit B (Payment Schedule).

- 2.1.1.6 **Apple APU:** Professional service used to set up automated workflows for Contractor’s E-Pollbooks staging using Apple devices.
- 2.1.1.7 **Application Modifications:** As used herein, the term shall mean Software Enhancements, Updates and any Replacement Product provided by Contractor to County under this Agreement. Once accepted and approved by County, Application Modifications shall become part of, and be deemed, System Software for the purpose of this Agreement.
- 2.1.1.8 **Application Software:** As used herein, the term shall mean all Core Application and all Application Modifications accepted and approved by County, and related Documentation, provided by Contractor pursuant to this Agreement.
- 2.1.1.9 **Application Testing Manager:** Individual responsible for complete testing – unit, performance and end to end testing of the ePulse application and poll pad system.
- 2.1.1.10 **BAM printer:** The device that is used to print QR codes on individual ballots once a voter is checked-in on a Contractor’s E-Pollbooks.
- 2.1.1.11 **Base Agreement:** Final baseline agreement outlining the core activities agreed to by both parties for the deployment of E-Pollbooks solutions.
- 2.1.1.12 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.1.13 **Business Continuity Plan:** Plan for keeping business moving forward in circumstances where disasters occur – fire, earthquake etc.
- 2.1.1.14 **Business Day(s):** As used herein, the term, whether singular or plural, shall mean Monday through Friday, excluding County observed holidays, unless stated otherwise.

- 2.1.1.15 **Business Hour(s):** As used herein, the term, whether singular or plural, shall mean 7:00 a.m. to 7:00 p.m. PT during Business Days.
- 2.1.1.16 **Call Center Manager:** Individual responsible for managing call center activities during the election cycle.
- 2.1.1.17 **Chain of Custody:** The documentation and tracking of equipment from warehouse to a polling location and its return.
- 2.1.1.18 **Change Control Plan:** Plan and process for making significant changes to the system.
- 2.1.1.19 **Chief Executive Office or CEO:** As used herein, the terms shall mean County's Chief Executive Office.
- 2.1.1.20 **Change Notice:** As used herein, the term shall have the meaning given to such term in Paragraph 8.1 (Amendments and Change Notices).
- 2.1.1.21 **Change Order:** As used herein, the term shall mean the terms of any Optional Work agreed to by County and Contractor applicable to the provision of Software Enhancements and/or Professional Services by Contractor, as specified in Exhibit A (Statement of Work).
- 2.1.1.22 **Communication Plan and Schedule:** Plan and schedule for communications – meetings, updates, reports and status updates for E-Pollbooks related systems.
- 2.1.1.23 **Confidential Information:** As used herein, the term shall mean any data or information, in any format, and includes sensitive financial information, any County Data and any other information otherwise deemed confidential by County or by applicable Federal, State or local law, as further specified in Paragraph 7.6 (Confidentiality).
- 2.1.1.24 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an Agreement with the

County to perform or execute the work covered by this Agreement.

- 2.1.1.25 **Contractor Project Manager:** The person designated by the Contractor to administer the agreement operations under this Agreement.
- 2.1.1.26 **Contractor Key Personnel:** As used herein, the term shall have the meaning specified in Paragraph 7.1 (Contractor Administration).
- 2.1.1.27 **County:** As used herein, the term shall mean the County of Los Angeles, California.
- 2.1.1.28 **County Data:** As used herein, the term shall mean all data and information provided or owned by County, whether stored on-line or off-line, which will be used by Contractor for providing Work under this Agreement.
- 2.1.1.29 **County Hardware:** As used herein, the term shall mean all County owned computers and other equipment that will be used in conjunction with any Contractor provided hardware as part of the System Environment for the provision of Work pursuant to this Agreement.
- 2.1.1.30 **County Key Personnel:** As used herein, the term shall have the meaning specified in Paragraph 6.1 (County 's Administration).
- 2.1.1.31 **County's Project Administration:** As used herein, the term shall have the meaning specified in Paragraph 6.1 (County's Project Administration).
- 2.1.1.32 **County's Project Director:** As used herein, the term shall have the meaning specified in Paragraph 6.2 (County's Project Director).
- 2.1.1.33 **County Project Manager:** Person designated by County's Project Director to manage the operations under this Agreement.
- 2.1.1.34 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this agreement. Responsibility for inspections of

any and all tasks, deliverables, goods, services and other work provided by the Contractor.

- 2.1.1.35 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this agreement that cannot be resolved by the County's Project Manager.
- 2.1.1.36 **CradlePoints:** A device used to connect Contractor's E-Pollbooks to a cellphone network.
- 2.1.1.37 **Conditional Voter Registration or CVR:** Same-day voter registration. The ability of a voter to add themselves to a voter list and vote during the election period.
- 2.1.1.38 **Customizations:** As used herein, the term Customizations shall mean Solution Modifications and additional interfaces, and related Documentation, which Contractor may provide upon County's request therefor in the form of Optional Work in accordance with Exhibit A (Statement of Work).
- 2.1.1.39 **Datamation:** The company that charging carts and trays for Contractor's E-Pollbooks are purchased from.
- 2.1.1.40 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.1.41 **Dedicated Project Manager:** Individual responsible for the overall day to day project – overseeing the deployment of people, systems and processes needed for the successful implementation of Contractor's E-Pollbooks for County elections.
- 2.1.1.42 **Deficiency or Deficiencies:** As used herein, the term, whether singular or plural, shall mean and include any defect(s) in the design, development, implementation, materials and/or workmanship; error(s), omission(s) and/or deviation(s) from published and/or mutually agreed upon standards; deviation(s) from any of the requirements or any County approved deliverables or Specifications

under the Agreement; and/or other problems which result in the System, or any System Component, not performing in compliance with the provisions of this Agreement, including, but not limited to, the Specifications, System Requirements and System Performance Requirements.

- 2.1.1.43 **Deficiency Credits:** As used herein, the term shall mean credits or any other form of discount to be applied to the applicable Maintenance Fees for Contractor's failure to timely correct Deficiencies, as specified in Exhibit A-1 (Electronic Poll Book System Maintenance).
- 2.1.1.44 **Deliverable(s) or deliverable(s):** As used herein, the terms, whether singular or plural, shall mean items and/or services provided or to be provided by Contractor under this Agreement, including numbered Deliverable(s) in Exhibit A (Statement of Work).
- 2.1.1.45 **Department of Registrar-Recorder/County Clerk or Department:** As used herein, the terms shall mean the County of Los Angeles Department of Registrar-Recorder/County Clerk.
- 2.1.1.46 **Disabling Device:** As used herein, the term shall have the meaning specified in Section 4.1 (General Warranties) of Exhibit A-1 (Electronic Poll Book System Maintenance).
- 2.1.1.47 **Disaster Recovery Plan:** Plan for how systems and processes would be put back in place in circumstances of massive loss. Example – loss of power or loss of data.
- 2.1.1.48 **Documentation:** As used herein, the term shall mean any and all written and electronic materials provided or made available by Contractor under this Agreement, including, but not limited to, documentation relating to software specifications and functions, training course materials, Specifications including System Requirements, technical manuals, handbooks, flow charts, technical information, reference materials, user manuals, operating manuals, quick reference guides, FAQs, and all other instructions and

reference materials relating to the capabilities, operation, installation and use of the System and/or applicable Components.

- 2.1.1.49 **Downtime:** As used herein, the term shall mean that period of time when the System or any System Component, due to any Deficiency, fails to function, and as a result, County is unable to utilize the System in accordance with the Specifications, including System Requirements and System Performance Requirements, and this Agreement, as further specified in Exhibit A-1 (Electronic Poll Book System Maintenance).
- 2.1.1.50 **Due Date:** As used herein, the term shall mean the due date for the completion of any Deliverable in the Project Schedule or any Change Order.
- 2.1.1.51 **Effective Date:** As used herein, the term shall mean the date of execution of this Agreement by County and the authorized representative(s) of Contractor.
- 2.1.1.52 **Election Period(s):** The election period is defined per election from the opening of the first Vote Center to the close of the last Vote Center.
- 2.1.1.53 **Election Project Plan:** Project schedule and plan for the full system deployment of the E-Pollbooks system.
- 2.1.1.54 **E-Pollbook:** A computer or tablet device used to manage voter lookup on Election Day.
- 2.1.1.55 **E-Pollbook Application Latency:** As used herein, this term shall mean the time it takes for pages to change within the application.
- 2.1.1.56 **E-Pollbook Bandwidth Threshold:** The data threshold at which E-Pollbooks need to function.
- 2.1.1.57 **E-Pollbook Environment Synchronization:** The synchronization of data and changes from the VR system to the database on the E-Pollbook.
- 2.1.1.58 **E-Pollbook/e-Pulse Gateway:** The data interface between the voter registration database and

ePulse.

- 2.1.1.59 **e-Pulse:** The database used to manage the Contractor's E-Pollbooks application on individual E-Pollbooks.
- 2.1.1.60 **Executive Sponsor:** Sponsor of the overall project.
- 2.1.1.61 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.1.62 **Fixed Hourly Rate:** As used herein, the term shall mean the hourly rate, specified in Exhibit B (Pricing Schedule), for Professional Services, including Consulting Services, Additional Training and Customizations, which Contractor may provide upon County's request therefor in the form of Optional Work in accordance with Exhibit A (Statement of Work).
- 2.1.1.63 **General Election:** An election to which candidates are elected to office.
- 2.1.1.64 **HAT checklist process:** Hardware checklist Department uses to accept E-Pollbooks from Contractor.
- 2.1.1.65 **Help Desk:** As used herein, the term shall mean Contractor's help desk for providing Support Services hereunder, as specified in Exhibit A-1 (Electronic Poll Book System Maintenance).
- 2.1.1.66 **Initial Term:** As used herein, the term shall have the meaning specified in Paragraph 4.1 (Agreement Term).
- 2.1.1.67 **JIRA:** SaaS software tool used to manage requirements (user stories) using Agile project management process and methodology. Also used for managing test cases and updates.
- 2.1.1.68 **Kitting:** The act of pair all the Poll Pad equipment in its respective case. The kit contains a iPad (in hard-shell case), BAM Printer, ID Tray, Tablet Stand, Poll Pad Pens (2), BAM Printer Power Cable, BAM Printer Paper Tray, iPad Power

Adapter, 8-ft iPad Cable, and iPad display cleaning cloth.

- 2.1.1.69 **Maintenance Fees:** As used herein, the term shall mean the applicable fees to be paid by County to Contractor for System Maintenance pursuant to Exhibit B (Pricing Schedule) and shall include any or all of the following: License Renewal Fees, Software Support Fees and/or System Support Fees.
- 2.1.1.70 **Maintenance Services:** As used herein, the term shall have the meaning specified in Exhibit A-1 (Electronic Poll Book System Maintenance). and shall comprise part of System Maintenance provided by Contractor under this Agreement.
- 2.1.1.71 **Maximum Fixed Price:** As used herein, the term shall mean the maximum amount to be paid by County to Contractor for any Optional Work approved by County to be provided by Contractor in accordance with Exhibit A (Statement of Work).
- 2.1.1.72 **Meraki Device Management Functionality or MDM Functionality:** Provides unified management of multiple devices and network from a centralized dashboard.
- 2.1.1.73 **Mean Time to Resolution:** Time from notification of incident to resolution.
- 2.1.1.74 **Network Volume Testing:** The testing of maximum data to flow to a pad via a wireless connection.
- 2.1.1.75 **Optional Work:** As used herein, this term shall mean Software Enhancements and/or Professional Services, which may be provided by Contractor to County upon County's request and approval in accordance with Exhibit A (Statement of Work).
- 2.1.1.76 **Pool Dollars:** As used herein, the term shall mean the maximum amount allocated under this Agreement for the provision by Contractor of Optional Work, including Software Enhancements and Professional Services approved by County in accordance with the terms of this Agreement.

- 2.1.1.77 **Primary Election:** An election in which candidates are nominated by political parties for a General Election.
- 2.1.1.78 **Production Environment:** As used herein, the term shall mean the System Environment set up by Contractor for Production Use of the System pursuant to Exhibit A (Statement of Work).
- 2.1.1.79 **Production Server:** As used herein, the term shall mean the primary Contractor provided System Hardware used for all Work under this Agreement.
- 2.1.1.80 **Production Use:** As used herein, the term shall mean the actual use of the System in the Production Environment on the Production Server for the performance of County's operations.
- 2.1.1.81 **Professional Services:** As used herein, the term shall mean Consulting Services, Additional Training and/or Customizations, which Contractor may provide upon County's request therefor in the form of Optional Work in accordance with Exhibit A (Statement of Work).
- 2.1.1.82 **Project Schedule:** As used herein, the term shall mean the agreed upon timeline for System Implementation Tasks, Subtasks and Deliverables specified in Exhibit A (Statement of Work), as identified as Exhibit A-5 (Project Schedule).
- 2.1.1.83 **Proprietary Rights:** As used herein, the term shall mean all legal and equitable rights, including all copyrights, patent rights, trade secrets, trademarks, confidential and proprietary information rights, moral rights and all rights and title in and to the structure, sequence and organization of a work of authorship, and all rights in and to any code, materials, pictures, interfaces, screen displays and audio visual displays and presentations.
- 2.1.1.84 **Registrar-Recorder/County Clerk or RR/CC:** As used herein, the term shall mean the head of the Department of Registrar-Recorder/County Clerk of Los Angeles County.

- 2.1.1.85 **Resolution Time:** As used herein, the term shall mean the period of time from County's notification of a Deficiency to Contractor to its correction in accordance with Exhibit A-1 (Electronic Poll Book System Maintenance).
- 2.1.1.86 **Response Time:** As used herein, the term shall mean the acceptable time period within which Contractor shall respond to County following County's report of any Deficiency, as set forth in Exhibit A-1 (Electronic Poll Book System Maintenance).
- 2.1.1.87 **Schedule of Payments:** As used herein, the term shall mean prices for Deliverables, rates and other fees identified as Exhibit B (Payment Schedule) with all Schedules thereto.
- 2.1.1.88 **Severity Level or SL:** As used herein, the terms shall mean the problem severity levels for correction of Deficiencies, as specified in Exhibit A-1 (Electronic Poll Book System Maintenance).
- 2.1.1.89 **Software Enhancements:** As used herein, the term shall mean Customizations and/or Additional Software, including Solution Modifications and Additional Interfaces, which Contractor may provide upon County's request therefor in the form of Optional Work in accordance with Exhibit A (Statement of Work).
- 2.1.1.90 **Software Support Fees:** As used herein, the term shall mean the annual fees to be paid by County to Contractor for System Maintenance regarding Application Software, as specified in Exhibit B (Pricing Schedule).
- 2.1.1.91 **Solution Modifications:** As used herein, the term shall mean modifications to the Application Software, including System Solution, and related Documentation, which Contractor may provide upon County's request therefor as Customizations in accordance with Exhibit A (Statement of Work), which will update County's Solution and shall become part of, and be deemed, System Software for the purpose of this Agreement.

2.1.1.92 **Specifications:** As used herein, the term shall mean any or all of the following, as applicable:

All System Performance Requirements and standards set forth in this Agreement, including, but not limited to, requirements for System availability and System response time identified in Exhibit A-1 (Electronic Poll Book System Maintenance).

The Documentation, to the extent not inconsistent with any of the foregoing in this definition.

All specifications identified as such by Contractor, including, but not limited to, the Project Schedule and the Project Control Document, but only to the extent: (i) not inconsistent with any of the foregoing in this Paragraph; and (ii) acceptable to County in its sole discretion.

All System Environment requirements and certifications provided by Contractor in accordance with this Agreement with respect to the System.

All written and/or electronic materials furnished by or through Contractor regarding the Application Software or the System, including functionality, features, capacity, availability, response times, accuracy or any other performance or other System criteria or any element of the System or any System Component.

2.1.1.93 **Staging/Dep Processes:** The pre-election loading of all required data and applications to the E-Pollbooks.

2.1.1.94 **State:** As used herein, the term shall mean the State of California.

2.1.1.95 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the agreement services.

2.1.1.96 **Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Agreement.

- 2.1.1.97 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to contractor in furtherance of Contractor's performance of this Agreement, at any tier, under oral or written agreement.
- 2.1.1.98 **Support Hours:** As used herein, the term shall have the meaning specified in Exhibit A-1 (Electronic Poll Book System Maintenance).
- 2.1.1.99 **Support Services:** As used herein, the term shall have the meaning specified in Exhibit A-1 (Electronic Poll Book System Maintenance).and shall comprise part of System Maintenance provided by Contractor under this Agreement.
- 2.1.1.100 **Surge Staffing Plan:** The plan and schedule for adding temporary staff for election periods.
- 2.1.1.101 **System Network:** As used herein, the term shall mean the networking Component of System Environment as specified in Exhibit A (Statement of Work).
- 2.1.1.102 **System Performance Deficiency:** As used herein, the term shall mean failure by the System to meet any of the System Performance Requirements as specified in Exhibit A-1 (Electronic Poll Book System Maintenance).
- 2.1.1.103 **System Performance Requirements:** As used herein, the term shall mean the performance requirements for the System, including System Availability, System Response Time and Back-up Server Hosting as specified in Exhibit A-1 (Electronic Poll Book System Maintenance).
- 2.1.1.104 **System Performance Warranty:** As used herein, the term shall mean Contractor's warranty to meet System Performance Requirements as specified in Exhibit A-1 (Electronic Poll Book System Maintenance).

- 2.1.1.105 **System Requirements:** As used herein, the term shall mean business, operational, technical and/or functional requirements relating to the operation or utilization of the System, as specified in Exhibit A (Statement of Work).
- 2.1.1.106 **System Response Time:** As used herein, the term shall mean the time elapsed from the entry of a query at a workstation to the time the workstation fully displays the complete results, as may be further specified in Exhibit A-1 (Electronic Poll Book System Maintenance).
- 2.1.1.107 **System Software:** As used herein, the term shall mean Application Software and any Third-Party Software, and related Documentation, provided under this Agreement by Contractor in accordance with Contractor's specifications or by Contractor, as applicable, as further specified in Exhibit A (Statement of Work).
- 2.1.1.108 **System Support Fees:** As used herein, the term shall mean the monthly fees to be paid by County to Contractor for System Maintenance, as specified in Exhibit B (Pricing Schedule).
- 2.1.1.109 **System Test:** As used herein, the term shall mean shall mean any of the tests conducted by County or Contractor, as applicable, under Exhibit A (Statement of Work), including but not limited to System Integration Test, User Acceptance Test and Performance Verification Test, as described in Exhibit A (Statement of Work).
- 2.1.1.110 **Task or task and Subtask or subtask:** As used herein, the terms, whether singular or plural, shall mean one of the areas of work to be performed under this Agreement, including those identified as numbered Tasks and Subtasks in Exhibit A (Statement of Work).
- 2.1.1.111 **Test Environment:** As used herein, the term shall mean the non-production System Environment set up by Contractor pursuant to Exhibit A (Statement of Work) for Application Software implementation, System Tests and System Training.

- 2.1.1.112 **Test Plan:** As used herein, the term shall mean a plan for conducting any of the System Tests, as further specified in Exhibit A (Statement of Work).
- 2.1.1.113 **Third Party Software:** As used herein, the term "Third Party Software" shall mean any 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 System Requirements.
- 2.1.1.114 **Training:** As used herein, the term shall mean training relating to the System to be provided by Contractor pursuant to this Agreement, including initial System Training and Additional Training County may acquire in the future as part of Professional Services.
- 2.1.1.115 **Update(s):** As used herein, the term, whether singular or plural, shall mean and include any additions to and/or replacements to the Application Software, available or made available subsequent to Final Acceptance, and shall include all Application Software performance and functionality enhancement releases, new Version Releases, System Software upgrades, improvements, interim updates, including fixes and patches, Deficiency corrections, and modifications to the Application Software, including those required for the System Software to remain in compliance with applicable Federal and State laws and regulations and the terms of this Agreement, provided by Contractor in accordance with Exhibit A-1 (Electronic Poll Book System Maintenance).with all Schedules thereto.
- 2.1.1.116 **User(s) or user(s):** As used herein, the terms, whether singular or plural, shall mean any person or entity authorized by County of Los Angeles or Department of Registrar-Recorder/County Clerk to access or use the System pursuant to this Agreement.
- 2.1.1.117 **User Acceptance Test:** As used herein, the term shall mean the System Test conducted in accordance with Exhibit A (Statement of Work).

- 2.1.1.118 **Version Release:** As used herein, the term shall mean Contractor's Application Software major version upgrade which contains new software functionalities and features and/or system compatibilities, including any Replacement Product.
- 2.1.1.119 **VOC Operations Manager:** Individual responsible for managing the devices and associated peripheral items – including poll pads, cases and items within the VOC needed to successfully implement E-Pollbooks for County elections.
- 2.1.1.120 **Vote Center:** A polling location in which any voter can vote in any location and not be confined by precinct boundaries within the County of Los Angeles jurisdiction.
- 2.1.1.121 **Voter Search Functionality:** The function in which a poll worker locates an individual voter in the Contractor's E-Pollbook application.
- 2.1.1.122 **Warranties:** As used herein, the term shall mean the warranties regarding Contractor's performance under the Agreement, including the System, as specified in Exhibit A-1 (Electronic Poll Book System Maintenance). This definition does not limit or preclude any other warranties implied by law or equity into this Agreement.
- 2.1.1.123 **Warranty Period:** As used herein, the term shall have the meaning set forth in Exhibit A-1 (Electronic Poll Book System Maintenance).
- 2.1.1.124 **Web or Web Services:** As used herein, the terms shall mean a software system designed to support interoperable computer interactions over a network.
- 2.1.1.125 **Web-Server Hosting:** As used herein, the term shall mean System operation at a physical location that houses the dedicated servers, hardware and networks for the Poll Books and provides direct Web access to the internet, as further specified in Exhibit A (Statement of Work).
- 2.1.1.126 **Work:** As used herein, the term shall mean any and all tasks, subtasks, deliverables, goods, services

and other work provided, or to be provided, by or on behalf of Contractor pursuant to this Agreement, including System Components, System Implementation services, System Maintenance and Optional Work.

2.1.1.127 **Work Product:** As used herein, the term shall have the meaning set forth in Exhibit A (Statement of Work) and Paragraph 3 (Work).

3 WORK

- 3.1 Pursuant to the provisions of this Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this agreement, the same shall be deemed to be a gratuitous effort on the part of the contractor, and the contractor shall have no claim whatsoever against the County.

4 TERM OF AGREEMENT

- 4.1 The term of this Agreement shall be two (2) years and six (6) months commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.
- 4.2 The County shall have the sole option to extend this Agreement term for up to four (4) additional one (1) year periods and six (6) month to month extensions, for a maximum total Agreement term of seven (7) years. Each such extension option may be exercised at the sole discretion of the Registrar-Recorder/County Clerk ("RR/CC") or designee as authorized by the Board of Supervisors.

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

- 4.3 The Contractor shall notify Department when this Agreement reaches six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written (hard copy and e-mail) notification to Department at the Contracts and Grants Manager's address herein provided in Exhibit E - County's Administration.

5 AGREEMENT SUM

5.1 Total Agreement Sum

5.1.1 The "Agreement Sum" under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all Tasks, Subtasks, Deliverables, goods, services, and other Work specified under this Agreement. The Agreement Sum for this Agreement, including all applicable taxes, authorized by County hereunder is: Thirteen Million Eight-Hundred Sixty Thousand Dollars (\$13,860,000.00).

5.1.2 The fees and other applicable rates for the Term of the Agreement are set forth in Exhibit B (Pricing Schedule). Contractor's fees shall remain firm and fixed prices for the Term of the Agreement. The RR/CC, or designee, at their sole discretion, may increase the Agreement Sum up to a maximum of ten percent (10%) of the total Agreement Sum over the Term of the Agreement, including any extensions thereof.

An Amendment to this Agreement shall be prepared and executed by the Contractor and by the RR/CC or designee, provided County Counsel approval is obtained prior to execution of such Amendment.

The maximum Agreement Sum shall not exceed Fifteen Million Two-Hundred and Forty-Six Thousand Dollars (\$15,246,000.00).

5.2 Written Approval for Reimbursement

5.2.1 The 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. Assumption or takeover of any of the Contractor's duties, responsibilities, or 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, shall not occur except with the County's express prior written approval.

5.3 Notification of 75% of Total Agreement Sum

5.3.1 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total agreement sum under this Agreement. Upon occurrence of this event, the Contractor shall send written (hard copy and e-mail) notification to Department at the Contract and Grants Manager's address herein provided in Exhibit E, County's Administration.

5.4 No Payment for Services Provided Following Expiration-Termination of Agreement

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

5.5 Invoices and Payments

5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Agreement. The Contractor's payments shall be as provided in Exhibit B (Pricing Schedule) and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

If the Contractor is unable to fulfill any portion of the Agreement services during the Term or the Agreement is terminated by the County as referenced in Paragraphs 8.41 through 8.47 of the Agreement, the Contractor will reimburse the County a prorated amount for any portion of the services pre-paid for and not performed as outlined in, but not limited to, the Statement of Work, Pricing Schedule and Amendment(s).

- 5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Schedule).
- 5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.
- 5.5.5 All invoices under this Agreement shall be submitted electronically (via e-mail to the County), or if by mail, in two (2) copies to the following address:

Department of Registrar-Recorder/County Clerk
Financial Services Section
12400 Imperial Highway
Room 7213
Norwalk, CA 90650
E-mail: accountspayable@rrcc.lacounty.gov

5.5.6 **County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.6 **Intentionally Omitted**

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

5.7.1 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 an agreement 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).

5.7.2 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.

5.7.3 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.

5.7.4 At any time during the duration of the Agreement, 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 ADMINISTRATION OF AGREEMENT - COUNTY

6.1 County Administration

6.1.1 A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit E - County's Administration. The County will notify the Contractor in writing of any change in the names or addresses shown.

6.2 County's Project Director

6.2.1 The role of the County's Project Director may include:

6.2.1.1 Coordinating with Contractor and ensuring Contractor's performance of the Agreement; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Agreement be relieved, excused or limited thereby; and

6.2.1.2 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall Contractor's obligation to fully satisfy all of the requirements of this Agreement be relieved, excused or limited thereby.

6.3 County's Project Manager

6.3.1 The role of the County's Project Manager is authorized to include:

6.3.1.1 Meeting with the Contractor's Project Manager on a regular basis; and

6.3.1.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Agreement be relieved, excused or limited thereby.

The County's Project Manager 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.

6.4 County's Project Monitor

6.4.1 The role of the County's Project Monitor is to oversee the day-to-day administration of this Agreement; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Agreement be relieved, excused or limited thereby. The Project Monitor reports to the County's Project Manager.

6.5 Approval of Work

All Tasks, Subtasks, Deliverables, and other Work provided by Contractor under this Agreement must have the written approval of County's Project Director as described in this Paragraph 6.5. Upon completion of each Deliverable, Contractor shall fully complete a Task Deliverable Acceptance Certificate (hereinafter "Acceptance Certificate"), as set forth in Exhibit A-3 (Task/Deliverable Acceptance Certificate), submit it to County's Project Manager for his/her review, approval and signature. In the event that County's Project Manager approves such Acceptance Certificate and the Work described therein, County's Project Manager will then sign such Acceptance Certificate and forward it to County's Project Director for his/her review, approval and signature. Each Acceptance Certificate must have the approval of County's Project Director, as evidenced by County's Project Director's signature on the applicable Acceptance Certificate before Contractor can invoice for payment. In no event shall County be liable or responsible for any payment prior to such written approval. Furthermore, County reserves the right to reject any Work not approved by County in accordance with this Paragraph 6.5.

7 ADMINISTRATION OF AGREEMENT - CONTRACTOR

7.1 Contractor Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit F (Contractor's Administration). The Contractor will notify the County in writing of any change in the names or addresses shown via a Change Notice with an updated Exhibit F (Contractor's Administration) attached to a memo on company letterhead.

7.2 Contractor's Project Manager

7.2.1 The Contractor's Project Manager is designated in Exhibit F (Contractor's Administration). The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.2.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Agreement and shall meet and coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

7.3 Approval of Contractor's Staff

7.3.1 County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.4 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services under this Agreement at a County location with a photo identification badge.

All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense of the badging.

7.4.1 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked by a County representative to leave a County facility if they do not have the proper County ID badge on their person and Contractor personnel must immediately comply with such request.

7.4.2 Contractor shall notify the County within one business day when staff is terminated from working under this Contract. Contractor shall retrieve and return an employee's County ID badge to the County on the next business day after the employee has terminated employment with the Contractor.

7.4.3 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's County ID badge to the County on the next business day after the employee has been removed from working on the County's Contract.

7.5 Background and Security Investigations

7.5.1 Each of Contractor's staff performing services under this Agreement, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Agreement. Contractor shall comply with County's request at any time during the term of the Agreement. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

7.5.2 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.5.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

7.6 Confidentiality

- 7.6.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 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 7.6, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under this Paragraph 7.6 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 to 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.
- 7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Agreement.
- 7.6.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement, Confidentiality and Copyright Agreement", Exhibit G.

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments and Change Orders

- 8.1.1 No representative of either County or Contractor, including those named in this Agreement, is authorized to make any

changes in any of the terms, obligations, or conditions of this Agreement, except through the procedures set forth in this Section 8.1 (Amendments and Change Orders). Any change to any work and to any other provisions of this Agreement shall be accomplished only as provided in this Section 8.1.

- 8.1.2 The County reserves the right to initiate Change Orders that either (i) do not (a) affect the Agreement Term or Agreement Sum or payments and (b) materially alter the Agreement or (ii) for any expenditure of Pool Dollars (“Change Order”). All such changes shall be executed with a Change Order to this Contract signed by the Contractor and by the County’s Project Director (or either such party’s designee); provided that any Change Order for Additional Work shall additionally require an additional Statement of Work, or amendment to the Statement of Work, and written approval of County’s Chief Information Office and County Counsel. County is specifically authorized to execute Change Orders for expenditure of Pool Dollars for acquisition of Additional Work under the Agreement. Any requests for the expenditure of Pool Dollars must be approved in writing by the County’s Project Director.
- 8.1.3 For any change which affects the Contract Sum and/or Statement of Work but does not materially alter the Contract, an Amendment to this Contract shall be prepared and executed by the Contractor and by the RR/CC or designee, provided County Counsel approval is obtained prior to execution of such Amendment.
- 8.1.4 For any change which (a) affects the Agreement Term (other than exercise of below or resulting from Force Majeure), the Contract Sum, and/or Statement of Work under this Agreement and (b) materially alters the Agreement, an Amendment to this Agreement shall be prepared and executed by the Contractor and by the Board or its authorized designee.
- 8.1.5 The County’s Board or Chief Executive Officer (“CEO”) or designee may require the addition and/or change of certain terms and conditions in the Agreement during the Agreement Term to make the Agreement consistent with the then-current County-wide contracting policies. The County reserves the right to add and/or change such provisions as required by the Board or CEO. To implement such changes, an Amendment to the Agreement shall be prepared and executed by the Contractor and by the RR/CC or designee.

- 8.1.6 The Contractor agrees that the exercise of Option Terms shall not change any other term or condition of this Agreement during the period of such extensions.
- 8.1.7 For any change which is clerical or administrative in nature and/or does not affect any term or condition of this Agreement, a written change order (“Change Notice”) may be prepared and executed by the RR/CC or designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 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.
- 8.2.2 The contractor shall not assign its rights or delegate its duties under this 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, County consent shall require a written Amendment to the Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County’s sole discretion, against the claims, which the contractor may have against the County.
- 8.2.3 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 Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.
- 8.2.4 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 Agreement which may result in the termination of this 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.

8.3 Authorization Warranty

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

8.4 Budget Reductions

8.4.1 In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Agreement 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 the contractor under this Agreement shall also be reduced correspondingly. The County's notice to the contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the contractor shall continue to provide all of the services set forth in this Agreement.

8.5 Complaints

8.5.1 Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.2 Complaint Procedures

8.5.2.1 Within thirty (30) business days after the Agreement effective date, Contractor shall provide the County with Contractor's policy for receiving, investigating and responding to user complaints.

- 8.5.2.2 The County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
- 8.5.2.3 If the County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.2.4 If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.2.5 Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.2.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.2.7 Contractor shall send copies of all written responses to the County's Project Manager within three (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Law

- 8.6.1 In the performance of this Agreement, contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.
- 8.6.2 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 Paragraph 8.6 (Compliance with Applicable Law) 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 to 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.

8.7 Compliance with Civil Rights Laws

8.7.1 The contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement. The contractor shall comply with Exhibit D - Contractor's EEO Certification.

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program:

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

8.8.2 Written Employee Jury Service Policy.

1. Unless the contractor has demonstrated to the County's satisfaction either that the contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the contractor qualifies for an exception to the Jury Service Program

(Section 2.203.070 of the County Code), the contractor shall have and adhere to a written policy that provides that its Employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this paragraph, "contractor" means a person, partnership, corporation or other entity which has an agreement with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County agreements or subcontracts. "Employee" means any California resident who is a full-time employee of the contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the contractor is not required to comply with the Jury Service Program when the Agreement commences, the contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the contractor shall immediately notify the County if the contractor at any time either comes within the Jury Service Program's definition of "contractor" or if the contractor no longer qualifies for an exception to the Jury Service Program. In either event, the contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that the contractor demonstrate, to the County's satisfaction that the

contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that the contractor continues to qualify for an exception to the Program.

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

8.9 Conflict of Interest

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of the contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The contractor warrants that it is not now aware of any facts that create a conflict of interest. If the 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 the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Agreement.

8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List

- 8.10.1 Should the contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, the contractor shall give first consideration for such employment openings to qualified,

permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

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 Agreement, 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.

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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 the County's policy to conduct business only with responsible contractors.

8.12.2 Chapter 2.202 of the County Code

Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other agreements which indicates that the contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the contractor from bidding or proposing on, or being awarded, and/or performing work on County agreements for a specified period of time, which generally 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 agreements the contractor may have with the County.

8.12.3 **Non-responsible contractor**

The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: 1) violated a term of an agreement with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform an agreement with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

8.12.4 **Contractor Hearing Board**

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

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

8.12.4.3 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 of

Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.4.4 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. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the 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 the County.

8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the 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.

8.12.4.6 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 of

Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County contractors.

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 I, 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.

8.14 Contractor’s Warranty of Adherence to County’s Child Support Compliance Program

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

8.14.2 As required by the County’s Child Support Compliance Program (County Code Chapter 2.200) and without limiting the contractor’s duty under this Agreement to comply with all applicable provisions of law, the contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 County's Quality Assurance Plan

The County or its agent(s) will monitor the contractor's performance under this Agreement on not less than an annual basis. Such monitoring will include assessing the contractor's compliance with all Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Agreement 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 Agreement or impose other penalties as specified in this Agreement.

8.16 Damage to County Facilities, Buildings or Grounds

8.16.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after the contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

8.17.1 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 this Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the contractor or the County or both 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 under this Agreement.

8.18 Facsimile Representations

The County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on this Agreement or Amendments and Change Notices prepared pursuant to Paragraph 8.1 (Amendments and Change Notices) and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to this Agreement or Amendments and Change Notices to this Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 Fair Labor Standards

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

8.20 Force Majeure

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events 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 such party (such events are referred to in this paragraph as "force majeure events").

- 8.20.2 Notwithstanding the foregoing, a default by a subcontractor of contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both contractor and such subcontractor, and without any fault or negligence of either of them. In such case, contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit contractor to meet the required performance schedule. As used in this subparagraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.
- 8.20.3 In the event contractor's failure to perform arises out of a force majeure event, contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

- 8.22.1 This Agreement is by and between the 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 the County and the 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.
- 8.22.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the contractor.

8.22.3 Contractor understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the contractor and not employees of the County. The contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the contractor pursuant to this Agreement.

8.22.4 Contractor shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

8.23.1 Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

8.24 General Provisions for all Insurance Coverage

8.24.1 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 Paragraphs 8.24 and 8.25 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. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

8.24.2.1 Evidence of Coverage and Notice to County

8.24.2.2 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 the Contractor's

General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

- 8.24.2.3 Renewal Certificates shall be provided to County not less than ten (10) days prior to contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.
- 8.24.2.4 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 the 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 dollars (\$50,000), and list any County required endorsement forms.
- 8.24.2.5 Neither the County's failure to obtain, nor the 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 the contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- 8.24.2.6 Certificates and copies of any required endorsements shall be sent to:

Contracts Monitor
Department of Registrar-Recorder/County Clerk
Contracts and Grants Section
12400 Imperial Highway
Room 5115
Norwalk, CA 90650

Email: contracts@rrcc.lacounty.gov

8.24.2.7 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 subcontractors which arises from or relates to this Agreement and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.3 **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 the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the contractor's acts or omissions, whether such liability is attributable to the contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the 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.

8.24.4 **Cancellation of or Changes in Insurance**

Contractor shall provide County with, or contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

8.24.5 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. Alternatively, the County may purchase the Required Insurance, and without further notice to contractor, deduct the premium cost from sums due to contractor or pursue contractor reimbursement.

8.24.6 Insurer Financial Ratings

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

8.24.7 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.

8.24.8 Waivers of Subrogation

To the fullest extent permitted by law, the 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. The contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.9 Subcontractor Insurance Coverage Requirements

Contractor shall include all subcontractors as insureds under contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and contractor as additional insureds on

the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any contractor deductible or SIR. The County retains the right to require contractor to reduce or eliminate policy deductibles and SIRs as respects the 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.

8.24.11 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.

8.24.12 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.

8.24.13 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.

8.24.14 Alternative Risk Financing Programs

The 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. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.15 **County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 Insurance Coverage

8.25.1 **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

8.25.2 **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.

8.25.3 **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 the County as the Alternate Employer. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. 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.

8.25.4 Unique Insurance Coverage

8.25.4.1 Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

8.25.4.2 Professional Liability-Errors and Omissions

Professional Liability/Errors and Omissions coverage is required for medical and legal Contractors, as well as Contractors in non-traditional professions including, but not limited to accountants, appraisers, architects, billers, computer programmers, engineers, interpreters, staffing/ temporary services agencies, and consultants. **NOTE: A minimum \$3 million aggregate limit is recommended for medical and legal service providers.**

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.25.4.3 Property Coverage

Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on contractor's insurance as its interests may appear. Automobiles and mobile

equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

8.25.4.4 Crime Coverage

A Fidelity Bond or Crime Insurance policy with limits of not less than Thirteen Million \$13,000,000. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by County to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

8.25.4.5 Technology Errors & Omissions Insurance

Insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing including outsourcing development and design; (6) systems design, consulting, development and modification; (7) training services relating to computer software or hardware; (8) management, repair and maintenance of computer products, networks and systems; (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of not less than \$10 million.

8.25.4.6 Privacy/Network Security (Cyber) Liability

Insurance coverage providing protection against liability for (1) privacy breaches [liability arising from the loss or disclosure of confidential information no matter how it occurs]; (2) system breach; (3) denial or loss of service; (4) introduction, implantation, or spread of malicious software code; (5) unauthorized access to or use of computer systems with limits of not less than \$2 million. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.26 Liquidated Damages

- 8.26.1 If, in the judgment of the RR/CC or designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, including, but not limited to any and all applicable Warranties and those implied by law or equity, the RR/CC, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire annual payment, deduct pro rata from the Contractor's invoice for work not performed, or assess liquidated damages as provided in this Paragraph 8.26. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the RR/CC, or his/her designee, in a written notice describing the reasons for said action.
- 8.26.2 If the RR/CC or designee determines that there are deficiencies in the performance of this Agreement that the RR/CC, or designee, deems are correctable by the Contractor over a certain time span, the RR/CC, or designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the RR/CC or designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the annual payment and/or (b) 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 the Contractor to correct a deficiency within the specified time frame. Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs

incurred by the 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 the Contractor from the County, as determined by the County. Given the demands and urgency of correction during an election, this correction period does not apply during Election Periods prior to assessment of related damages.

8.26.3 The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one thousand hundred dollars (\$1,000) per day per infraction, or as specified in the Exhibit A-4 (Performance Requirements Summary (PRS)) Chart Appendix A (Statement of Work Exhibits) hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Notwithstanding the foregoing, during the period where in-person elections are permitted under law the reasonable estimate of such damages is fifty thousand dollars (\$50,000) per day per infraction. This is because the loss of public good will and confidence in the election process and the County's resultant damages there from are significantly increased during this period and increasingly impracticable to calculate. Such amounts due under this Paragraph 8.26.3 shall be deducted from the County's payment to Contractor. In the event the County owes no further payments to Contractor, Contractor shall remit any all amounts due under this Paragraph 8.26 to the County within thirty (30) days.

8.26.4 The actions noted in Paragraph 8.26 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Agreement.

8.26.5 This Paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Agreement provided by law or as specified in the PRS or Paragraph 8.26, and shall not, in any manner, restrict or limit the County's right to terminate this Agreement as agreed to herein.

8.27 Most Favored Public Entity

8.27.1 If the Contractor's prices decline or should the contractor at any time during the term of this Agreement provide the same goods or services under similar quantity and delivery

conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Agreement, then such lower prices shall be immediately extended to the County.

8.28 Nondiscrimination and Affirmative Action

- 8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).
- 8.28.3 The 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, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

- 8.28.6 The Contractor shall allow County representatives access to the contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the contractor has violated the anti-discrimination provisions of this Agreement.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Agreement, the County shall, at its sole 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 or suspending this Agreement.

8.29 Non Exclusivity

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

8.30 Notice of Delays

- 8.30.1 Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

- 8.31.1 The contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any

dispute between the County and the Contractor regarding the performance of services as stated in this Agreement. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the RR/CC or designee shall resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

8.32.1 The 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 No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

8.33.1 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 Agreement. Additional information is available at www.babysafela.org.

8.34 Notices

8.34.1 All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - County's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The RR/CC or designee shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

8.35 Prohibition Against Inducement or Persuasion

8.35.1 Notwithstanding the above, the contractor and the County agree that, during the term of this Agreement and for a period of one 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.

8.36 Public Records Act

- 8.36.1 Any documents submitted by the contractor; all information obtained in connection with the County's right to audit and inspect the contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) 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 the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the 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.

8.37 Publicity

- 8.37.1 The contractor shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the contractor from publishing its role under this Agreement within the following conditions:
- 8.37.1.1 Contractor shall develop all publicity material in a professional manner; and

8.37.1.2 During the term of this Agreement, the contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.37.2 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph 8.37 (Publicity) shall apply.

8.38 Record Retention and Inspection-Audit Settlement

8.38.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. The contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the contractor and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.2 In the event that an audit of the contractor is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the contractor or otherwise, then the contractor shall file a copy of such audit report with the County's Auditor-Controller

within thirty (30) days of the contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s) 8.38.3 Failure on the part of the contractor to comply with any of the provisions of this subparagraph 8.38 shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

8.38.3 If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County conduct an audit of the contractor regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the contractor, then the difference shall be either: a) repaid by the contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the contractor from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the contractor, then the difference shall be paid to the contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

8.39 Recycled Bond Paper

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

8.40 Subcontracting

8.40.1 **The requirements of this Agreement may not be subcontracted by the contractor without the advance approval of the County.** Any attempt by the contractor to subcontract without the prior consent of the County may be deemed a material breach of this Agreement.

8.40.2 If the Contractor desires to subcontract, the contractor shall provide the following information promptly at the County's request:

- 8.40.2.1 A description of the work to be performed by the subcontractor;
 - 8.40.2.2 A draft copy of the proposed subcontract; and
 - 8.40.2.3 Other pertinent information and/or certifications requested by the County.
- 8.40.3 Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the contractor employees.
- 8.40.4 Contractor shall remain fully responsible for all performances required of it under this Agreement, including those that the contractor has determined to subcontract, notwithstanding the County's approval of the contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Agreement. The contractor is responsible to notify its subcontractors of this County right.
- 8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, contractor shall ensure delivery of all such documents to:

Contracts Monitor
Department of Registrar-Recorder/County Clerk
12400 Imperial Highway
Contracts Section
Suite 5115
Norwalk, California 90650

Email: contracts@rrcc.lacounty.gov

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

8.41.1 Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure of the contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Agreement pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

8.42.1 This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor 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 ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the contractor shall:

8.42.2.1 Stop work under this Agreement on the date and to the extent specified in such notice, and

8.42.2.2 Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the contractor

under this Agreement shall be maintained by the contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

8.43.1 The County may, by written notice to the contractor, terminate the whole or any part of this Agreement, if, in the judgment of County's Project Director:

8.43.1.1 Contractor has materially breached this Agreement;
or

8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement;
or

8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Agreement in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this paragraph.

8.43.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and

unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the 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 the contractor and subcontractor, and without the fault or negligence of either of them, the 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 the contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

- 8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).
- 8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.44 Termination for Improper Consideration

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

manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

8.45 Termination for Insolvency

- 8.45.1 The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:
 - 8.45.1.1 Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased 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 Federal Bankruptcy Code and whether or not the contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - 8.45.1.2 The filing of a voluntary or involuntary petition regarding the contractor under the Federal Bankruptcy Code;
 - 8.45.1.3 The appointment of a Receiver or Trustee for the contractor; or
 - 8.45.1.4 The execution by the contractor of a general assignment for the benefit of creditors.
- 8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

- 8.46.1 The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the contractor or any County Lobbyist or County Lobbying firm retained by the contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

8.47 Termination for Non-Appropriation of Funds

8.47.1 Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Agreement in the 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. The County shall notify the contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 Validity

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

8.49 Waiver

8.49.1 No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.50 Warranty Against Contingent Fees

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

8.50.2 For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise

recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

8.51.1 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.

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.

8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

8.52.1 Failure of contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "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.

8.53 Time Off for Voting

8.53.1 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.

8.54 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 Agreement. 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 Agreement.

8.55 Intentionally Omitted

8.56 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 Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement.

8.57 Compliance with the County Policy of Equity

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

8.58 Prohibition from Participation in Future Solicitation(s)

Contractor or its subsidiary or subcontractors are prohibited from submitting a bid or proposal in a County solicitation if the Contractor has provided advice or consultation for that solicitation. A Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Contractor from participation in the County solicitation or the termination or cancellation of any resultant County agreement. This provision shall survive the expiration, or other termination of this Agreement.

9 UNIQUE TERMS AND CONDITIONS

9.1 Ownership of Materials, Software and Copyright

- 9.1.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Agreement. For example, materials include County specific Deliverables and Customizations, but expressly does not include Contractor's Poll Pad base product as commercially available at the time of execution of this Agreement. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.
- 9.1.2 In the event that Contractor desires to incorporate any County specific material, Deliverable, or Customization created pursuant to this Agreement into its base product, the County is willing to offer Contractor a non-exclusive, non-transferrable, sublicensable, worldwide license and right to said materials, Deliverables, and Customizations on the condition that Contractor waive or reimburse, as appropriate based on the timing, the related material, Deliverable, or Customization fees County paid for each and every licensed material, Deliverable, or Customization under this or any other agreement to Contractor.
- 9.1.3 During the term of this Agreement and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared

under this Agreement. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Agreement, any and all such working papers and all information contained therein.

- 9.1.4 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Agreement, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.1.5 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.1.6 Notwithstanding any other provision of this Agreement, the County will not be obligated to the Contractor in any way under subparagraph 9.1.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subparagraph 9.1.3 or for any disclosure which the County is required to make under any state or federal law or order of court.
- 9.1.7 All the rights and obligations of this Paragraph 9.1 shall survive the expiration or termination of this Agreement.

9.2 Patent, Copyright and Trade Secret Indemnification

- 9.2.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Agreement. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or

unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

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

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

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

9.3 Data Destruction

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*. Available at:

<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201>

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Vendor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, *Guidelines for Media Sanitization*. Vendor shall provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

9.4 Time is of the Essence

Contractor agrees that time is of the essence for each and every provisions of this Agreement.

IN WITNESS WHEREOF, contractor has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement 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

CONTRACTOR

DEAN C. LOGAN
Registrar-Recorder/County Clerk

Name

Title

Tax Identification Number

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Deputy County Counsel

EXHIBITS

- A STATEMENT OF WORK
- B PRICING SCHEDULE
- C INTENTIONALLY OMITTED
- D CONTRACTOR'S EEO CERTIFICATION
- E COUNTY'S ADMINISTRATION
- F CONTRACTOR'S ADMINISTRATION
- G CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT
ASSIGNMENT AGREEMENT
- H JURY SERVICE ORDINANCE
- I INTELLECTUAL PROPERTY DEVELOPED-DESIGNED BY CONTRACTOR
 - I2 CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT
 - I3 NOTARY STATEMENT FOR ASSIGNMENT AND TRANSFER OF
- J SAFELY SURRENDERED BABY LAW

STATEMENT OF WORK

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1.0 PURPOSE AND BACKGROUND

1.1 Objective and Project Goals

County of Los Angeles (County) Department of Registrar-Recorder/County Clerk (Department) requires a comprehensive approach to deploy, manage and support Electronic Pollbooks (E-Pollbooks) for all County elections – with a focus on the major election periods. The Contractor tasks outlined here will implement changes and lessons learned, identified from the Presidential Primary Election on March 3, 2020, including, but not limited to, Poll Pad Environment Synchronization, Poll Pad Application Latency, Voter Search Functionality, Functional Application Testing, Load and Stress Testing, Network Volume Testing, and Staging/Deployment Processes.

The primary objective is for the Contractor to establish a Program Management structure responsible for meeting the goals, objective, and milestones of the Department to successfully manage, test, stage, configure, track, and deploy E-Pollbooks for each election. The Department requires that Contractor create a Program Management Structure to: develop processes and systems for loading and preparation of E-Pollbooks to be deployed; assist in the deployment of the devices to polling locations/Vote Centers by supporting the Voting Solutions for All People (VSAP) Operation Center (VOC) staff; and work to ensure the successful operation of the devices at all Vote Center locations by providing and managing the required representatives support at the Department's Call Center and Field Technicians at each Vote Center site. The Program Management will be responsible to plan and execute effective staging of all the E-Pollbook devices, provide testing (functional/volume) rigor, and ensure collaboration between other Departmental VSAP vendors for, among other things, paring between the E-Pollbooks and the CradlePoint devices to ensure the successful download of data during the Election Periods.

1.2 Background

The Department will deploy E-Pollbooks to Vote Centers for the first Presidential General Election on November 3, 2020. This will be the largest deployment since the Presidential Primary Election on March 3, 2020, which presented long wait times to voters on Election Day. To ensure success for the November 3, 2020 Presidential General Election, the Department must partner with Contractor to assist in the deployment of over 7,000 Poll Pads to potentially 900 Vote Centers.

1.3 Scope of Work

Under this Agreement, Contractor will provide the administrative, operational and program support needed to manage the E-Pollbook solution for County over the term which begins upon the Effective Date of this Agreement.

Contractor will provide all the necessary resources to manage the deployment of all E-Pollbooks for any scheduled elections. Contractor program support and customer service must include:

- Collaboration with Departmental and County vendors including, but not limited to: Runbeck, Smartmatic, AT&T, Cherwell, and CradlePoint.
- Operational support for the effective deployment of E-Pollbooks – focused on the upcoming November general election and any additional elections that fall within the term of this Agreement.
- Support for Department in both the management and configuration of E-Pollbooks.
- Testing strategy to include validation of all changes made as a result of the March 2020 election and results from the Secretary of State certification process. Additionally, a testing strategy to include, among other things, performance, functional, load, stress and stability testing at Vote Centers prior to any election.
- Training curriculum for Vote Center leads and workers, including a playbook for issues that could occur during the election. This should include a knowledge base on what to do if E-Pollbooks malfunction.
- Assistance, as needed, in the process and automation of the Vote Center wait time application.
- Contractor Program Management resources over the course of the entire year to effectively manage the E-Pollbook solution for the Department.
- Additional or Surge Staff, trained and supervised by Contractor, during election periods to ensure successful deployment of the E-Pollbook solution. This shall include election day/night on the ground and Call Center resources.
 - This support staff will grow during election periods to include personnel needed to load all appropriate data to the Poll Pads, assist with the deployment of E-Pollbooks to Vote Centers and support the Call Center as issues/concerns arise. This will ensure that the Contractor support staff needed to assist in the County Help Desk will be on site, available and in the field during Election Periods.

2.0 TASKS AND DELIVERABLES

Task 1: Project Planning

Subtask 1.1 Kickoff Meeting

Contractor will conduct a kick-off meeting with the County Management to review the commitments, requirements, and parameters of the project/workstream, and to determine project task responsibilities, task deliverables and communications requirements. The kick-off meeting agenda must include:

- Objectives of the project.
- Assignments of each team member.

- o Responsibilities of the County and Contractor.
- o Appropriate milestone schedules.
- o Project quality and control procedures.
- o Requirements for progress reporting.
- o Schedule and purpose of status meetings.

Deliverable 1.1.1: Kick Off Meeting

An onsite Kick-off meeting to occur within seven (7) days of the Effective Date of the Agreement.

Subtask 1.2 Project Plan and Timeline

Contractor will submit a comprehensive and detailed Election Project Plan for every election that must be approved by the Department as described in Subtask 2.2 which must incorporate all of County’s November 3, 2020 Presidential General Election milestones including, but not limited to, training deployment period, election worker training period, testing period, deployment period, start of early voting, vote center period, and election day. Additionally, Contractor will include the following information milestones:

1. Functional testing
2. Volume testing (load, stress and stability)
3. Field Test
4. Certification period
5. Apple APU Configuration
6. Device Staging Test
7. Production Staging period
8. Call Center Activity
9. De-processing Period

Below are the current key milestones that must be included in the timeline; however, they are subject to change.

- o Deployment Period: 8/22/2020 – 10/30/2020
- o Election Worker (County) Training Period: 8/24/2020 – 8/28/2020
- o Election Worker (County) Training Period: 9/1/2020 – 10/31/2020
- o Start of Early Voting: 10/3/2020
- o Vote Center Period: 10/24/2020
- o Election Day: 11/3/2020

Deliverable 1.2.1: Election Project Plan

An Election Project Plan will be submitted to the County within three (3) days of the Effective Date of the Agreement.

Subtask 1.3 Communication Plan

Contractor will submit a communication plan as described in Subtask 2.3. Once reviewed and accepted by the Department, Contractor will be responsible for the scheduling of all

stakeholders. Each meeting should include a rolling agenda to ensure Action Items, milestones, and new topics are tracked.

Deliverable 1.3.1: Communication Plan

A Communication Plan will be submitted to the County within three (3) days of the Effective Date of the Agreement.

Task 2: Program/Project Organization

Subtask 2.1 Program/Project Management

Contractor will provide program management and project oversight of the overall operational management of the E-Pollbooks process, the development of the features/functions that the Department has requested as well as future development efforts and the deployment of the E-Pollbooks during the course of election cycles.

The following roles will fill project requirements. The Program Management Staff may fill multiple roles depending upon specific assignments. Staff assignments to this project will be based on the roles required to execute and deliver the engagement successfully.

The Contractor Program Management team must consist of the following positions:

- **(Dedicated) Project Manager**
- **Program Manager**
- **Application Testing Manager**
- **VSAP Operations Center (VOC) Operations Manager**
- **Call Center Manager**
- **Field Tech Manager**

(Dedicated) Project Manager

The Dedicated Project Manager will lead, establish and build program management, processes, operational systems and testing systems and procedures for County elections. This dedicated resource should only be responsible for management of County and should not be a shared resource by other jurisdictions. They will have a focus on Poll Pads and ePulse to ensure successful November 2020 implementation and deployment of tools and systems for general election. This Dedicated Project Manager will have an oversight and management of Program and personnel, for both the Full-Time and Part-Time assigned to support the Department.

The Project Manager's primary responsibility is to support and facilitate County in the activities listed below. The assigned Project Manager is responsible for the successful completion of the services and activities that County has contracted with Contractor to perform. The Project Manager will serve as the focal point for all communications as they relate to the services provided and to assist County in planning and coordinating with vendors involved in the project.

Dedicated Project Manager will work with the County single point of contact person in creating an overall project plan including, but not limited to: project timeline, project

assumptions, major deliverables, and other relevant subcontractor responsibilities. The dedicated Project Manager will obtain consensus from County and Contractor management for the project plan and provide general consultative guidance to County single point of contact. The Project Manager will be responsible for providing the following project management tasks, including, but not limited to:

- Define a schedule that meets Contractor and Department agreed upon objectives and deliverables.
- Maximize efficiency, consistency, and reduce risk through the development of standardized tools, templates and processes. This allows for consistent results and a consistent client experience to be replicated across multiple project teams and multiple projects.
- Review of project related documents.
- Develop the program level schedule, incorporating individual project schedules into an executive view.
- Develop the plan for executing and controlling the project.
- Develop the overall strategy and tactics that will be used.
- Establish project policy, standards and procedures.
- Develop project plan/schedule to complete the project.
- Establish an approved plan for executing and controlling the project.
- Present and coordinate to gain acceptance and approval of the plan/schedule.
- Develop staffing resource requirements.
- Review plans and institute changes if necessary.
- Organize resources and direct/manage vendor resources.
- Oversee installation efforts regarding task completion deadlines, quality of work, and adherence to project plan guidelines.
- Determine project organizational structure along with job descriptions, responsibilities and authority levels.
- Define and execute Change Management processes during course of the engagement.
- Coordinate the Project Plan with Departmental Management and Staff.
- Direct all work on the project to meet Agreement obligations.
- Maintain a system for decision making whereby decisions are made at the proper level.
- Monitor and control the plan and resources.
- Create and maintain a project log of all open issues, responsibilities, and commitment dates. Report these weekly to Contractor and County single point of contact person.
- Monitor project activities for compliance and quality.
- Develop a Risk Management Plan, including risk mitigation strategies
- Manage Documentation Maintenance:
 - Establish the format of reports.
 - Establish and maintain project master files.
 - Manage Project Scope.

Program Manager

The Contractor Program Manager is responsible for ensuring that every aspect of the program is completed on time and within budget and ultimately to build a successful strategy for the Poll Pad Program in the November 2020 election and beyond. Contractor Program

Manager is responsible for the oversight of all the program's managers to ensure the progress of their project plans and milestones.

The Program Manager will be responsible for providing the following executive roles, including, but not limited to:

- Oversight of the program to ensure consistent project management approach for converting the County strategic objectives into executable project plans.
- Management of the Project Manager across all work streams.
- Coordination of program managers to identify risks and opportunities across multiple projects
- Ensure quality delivery of services throughout the life of the program.
- Manage executive communication, including executive committee engagement.
- Facilitate ongoing communication between Contractor project teams, Contractor Leadership, County team members, other County vendors and subcontractors.
- Align key project functions and establish a program management model.
- Identification of Contractor's roles and responsibilities to establish clear areas of accountability.
- Provide analytical and quantitative support to assist with key decisions.
- Provide Program resource management and oversight.
- Responsible for the program's staff and vendors.

Application Testing Manager

The Application Testing Manager will lead Contractor staff member responsible for the development and implementation of all major application testing initiatives including functional, end-to-end, performance, load, stress, stability and latency testing at Vote Centers. Works with Program Manager and (Dedicated) Project Manager to deliver status reports on testing progress.

The Application Testing Manager will be responsible for providing the following project management tasks, including, but not limited to:

- Creates capacity for County to view and comment on development backlog through a cloud-based toolset i.e. JIRA.
- Focus on systems and processes to put testing in place after large development sprints.
- Coordinate with County and partners to implement testing plans and timelines.
- Develops testing strategy with County partners.
- During testing periods must document and report on testing results on a weekly basis.

This person/role will work with the Program Manager, Project Manager and Department on the existing list of required feature and functional changes already identified by the Department and all future requirements/user stories identified as future enhancements.

Contractor will provide a detailed list and status updates to these future requirements using accessible tools to track additional items and changes.

The Application Testing Manager will work with existing Contractor Development and Quality Assurance staff members to unit test all future enhancements.

Any features that require performance testing will also be the responsibility of the Application Testing Manager.

VSAP Operations Center (VOC) Operations Manager

The VSAP Operations Center (VOC) Operations Manager will lead Contractor Staff members responsible for the management of activities at the VOC Operations Center during election periods. They will work with Program Manager and Dedicated Project Manager to determine best practices to track and manage E-Pollbooks and CradlePoints both within VOC, through the data loading process, deployment, and subsequent return from Vote Centers through the Department's Asset Management Solution, Cherwell. This role is a shared resource and should be onsite for initial process creation and maintenance, as well as during the staging periods before countywide elections (E-60 to Election Day). The VOC Operations Manager will be responsible for providing the following project management tasks, including, but not limited to:

- Manage Contractor Election Surge Support staff.
- Implement processes in the Department's inventory tracking Cherwell solution for County to view the status of all Poll Pads and CradlePoints at any point of the Staging Life Cycle including but not limited to Inventory/Storage, Chain of Custody, Data Staging, CradlePoint pairing, deployment, de-processing, and Repair/Maintenance.
- Coordinate the implementation and maintenance of the Apple APU solution to deploy Poll Pads to the devices.
- Execute initial time and motion study to determine the most efficient process to stage all production Poll Pads for a large Countywide election.
- Conduct time and motion study to ensure efficacy of Poll Pad staging process on an annual basis
- Create and maintain documentation on processes related to staging and inventory of Poll Pad devices.
- Coordinate and collaborate on the de-processing of Poll Pads, Printers, and CradlePoints during the Post-Election Activities.

The VOC Operations Manager will work to improve and enhance future performance through lessons learned during each election to assure the high levels of efficiency and effective movement of pollbook devices and CradlePoints.

Call Center Manager

The Call Center Manager will lead Contractor Staff members responsible for the management of Call Center support. The Call Center Manager will work with Program Manager and Dedicated Project Manager to determine best practices for the Call Center services and support. Additionally, the Call Center Manager will work with the Department's Call Center Lead to ensure they are trained and familiar with the Department's incident tracking system. The Call Center Manager will be responsible for providing the following project management tasks, including, but not limited to:

- Manage Contractor Call Center Surge Support staff.
- Create staffing plan per election to ensure proper coverage whenever County's Call Center is active.

- Coordinate the training of support staff in County's incident management system and processes.
- Develop scripts to support and quickly resolve issues as presented by staff or via phone calls from the field.
- Coordinate with County vendors to provide efficient service to Field Support Technicians and Vote Centers as needed.

Deliverable 2.1.1: Organizational Chart

An Organizational Chart, including escalation and contact information of the Program Management team, will be submitted to the County within three (3) days of the Effective Date of the Agreement.

Subtask 2.2 Project Planning and Project Schedule

Contractor will submit a comprehensive Project Plan and Timeline for every election that must be approved by the Department. The Department will request the "Election Project Plan":

1. Approximately 160 days before (E-160) the date of all scheduled elections.
2. A minimum of 60 days before (E-69) the date of all special elections.

The Project Plan must include, but not limited to, the following information:

1. A proposed timeline (details below).
2. A proposed schedule of meetings with Department staff, Contractor Program Management, and Subcontractor(s), if applicable. Include the title, cadence and purpose of the meetings.
3. A proposed Surge Support Staffing plan (described in Subtask 2.4) that will be working during the election, including names, job titles, specific duties and responsibilities, and proposed work schedule.
4. A proposed testing schedule with activities detailed in Subtask 3.5.

The Timeline must incorporate all County's election milestones including, but not limited to, training deployment period, election worker training period, deployment period, start of early voting, vote center period, and election day. To meet the needs of County's milestones, Contractor will provide the following dates to include in the timeline:

1. Development Period (if applicable)
2. Functional testing (if applicable)
3. Volume testing (if applicable)
4. Field Test (if applicable)
5. Certification period (if applicable)
6. Device Staging Test
7. Production Staging period
8. Contractor Call Center Activity
9. De-processing Period

Deliverable 2.2.1: Election Project Plan

An Election Project Plan will be submitted when requested by the Department prior to each election.

Subtask 2.3 Communications Plan

With Department leadership, Contractor's Program Manager will develop a Communications Plan and Schedule that will initially include:

- Daily leadership calls with Department Leadership
- Weekly Leadership "formal" meetings – with Agenda and Meeting Minutes
- Weekly Extended Team Meetings
- Team Members from, but not limited to: AT&T, Smartmatic, and CradlePoint
- Agenda and Minutes provided weekly and provide a due date for each Action Item within 24 hours of the weekly meeting
- Weekly Executive Report on Progress and Schedule Updates
- Overview of Project Schedule
- Changes to Project Schedule
- Hard Dependencies
- Issues, Risks and Risk Mitigation Plans
- Status Meetings and Updates in person including written reporting with Senior County Executives (as requested or required)

Further adjustments and updates may be required after the initial Communication Plan and Schedule are created based on operational needs.

Deliverable 2.3.1: Communication Project Plan

A Communication Project Plan will be submitted to the Department prior to each election.

Subtask 2.4 Election/Surge Staffing Plan

During Election periods, it is critical that Surge staff is on-boarded to support Contractor and the Department in election related activities. The Election Surge Team will consist of E-Pollbook Program, Call Center, and Field Technician support (defined below). Contractor shall provide a proposed Surge Team Staffing Plan as part of the Election Project Plan (Subtask 2.2). The Plan shall be reviewed with the County Management Team prior to execution.

Contractor will be responsible for the planning, training, on-boarding, coordination and management of all surge staffing roles. As such, Contractor will be required to create documentation to plan and coordinate Surge Staff during the staff involvement in any election functions.

The Surge Team Staffing Plan should include the following:

- Detail of daily number of staffs per role
- On-boarding schedule
- Training Schedule
- Daily Assignments per staff

After review of the Surge Support Staff Plan, County will determine if Contractor or the Department will be responsible for acquisition of the support staff. In either case, Contractor will be responsible for the planning, training, on-boarding, coordination and management of all surge staffing roles. If the County acquires the Surge Support staff, Contractor will still be required to interview staff to provide final approval of each member.

Staff Roles

Call Center Support

Assist the County team to conduct the following activities:

- Guide County call center staff with assistance in issue troubleshooting.
- Provide troubleshooting to the training teams in the field.
- Conduct regular health checks with each of the training teams in the field.
- Provide troubleshooting to the deployment teams in the field.
- Conduct regular health checks with each of the deployment teams in the field.
- Monitor Poll Pads and verify setup for the deployment teams.
- Provide troubleshooting to voting locations during election use.
- Provide troubleshooting to Field Support Technicians during election use.
- Manage issue ticket tracking and escalation in the County's Incident Management System.
- Monitor Poll Pad and Vote Center locations as assigned during election use.
- Dispatch assigned field support staff as needed for training, deployment and support.
- Manage and collect data from the field support teams.
- Dispatch hardware as needed.
- Escalate critical issues to the Contractor Program Manager.
- Perform other tasks as assigned by the County call center leads and Contractor Program Management.

Field Tech Deployment - Training & Election Support

Assist the County team to conduct the following activities:

- Provide onsite support as dispatched for training, deployment and election use.
- Assist deployment teams with setup of assigned Vote Center locations.
- Continue to provide training setup and teardown as necessary.
- Deliver replacement equipment as needed for training, deployment and election use.
- Communicate updates and details to call center support.
- Provide support during opening and closing of Vote Center locations during election use.
- Rover to assigned Vote Center locations during election use.
- Perform other tasks as assigned by the County call center leads and Contractor Program Management.

E-Pollbook Program Support

Assist the County team to conduct the following activities:

- Complete iOS and Poll Pad application updates.

- Assign the Poll Pads to appropriate Vote Centers.
- Load the election file on Poll Pads.
- Verify proper Poll Pad settings and configurations.
- Perform a cleaning to each BAM printer.
- Conduct pre-deployment checklist.
- Ready the Poll Pads for deployment to training and election use.
- Provide progress report and updates to the Contractor Program Management.
- Perform other tasks as assigned by the County warehouse leads and Contractor Program Management, including but not limited to:
 - Track the progress of Poll Pad staging.
 - Coordinate deployment and de-processing of Poll Pads.
 - Interface with Cherwell to display various staging, deployment, de-processing and kitting process results.
 - Provide Knowledge Transfer training to VOC team for all activities.

E-Pollbook Program - Post Election Support

Assist the County team to conduct the following activities:

- Complete post-election data verification processing.
- Conduct full inventory of each Poll Pad unit.
- Extract Poll Pad audit logs from deployed units.
- Process any damaged/problem hardware – County conducts a HAT checklist process and if any errors/defects are detected on the hardware, Contractor will replace or fix hardware issues.
- Prepare the equipment for storage – repair and replace of Poll Pads, BAM and any supplemental items such as (Cases, inside foam/outside cover).
- Run final reports - The final reports required after an Election and the assistance in the final VPH data from ePulse.
- Perform other tasks as assigned by the County warehouse leads and Contractor Program Management, including but not limited to:
 - Process creation and execution of missing items.
 - E-Pollbook /CPR Storage/Inventory – Evaluation and recommendation for optimized workflow and process.

Deliverable 2.4.1: Surge Staffing Plan

A Surge Staffing Plan will be submitted when requested by the Department prior to each election.

Task 3: Project/Program Commitments

Contractor staff and executive team members, working with Contractor's Program Manager will oversee the Surge Staff to ensure that Contractor and Department staff work in collaboration during the election period.

Contractor, through overall company leadership, regional management and through on-site full-time Program Management and Program Support will operationally oversee the full solutioning of E-Pollbooks from setup to cataloging to deployment to support.

The on-site full-time and Surge Teams under the oversight and management of the Senior Program Manager and Contractor Program and Executive Support will ensure successful deployment and support of the E-Pollbooks solution.

Subtask 3.1 Testing

Contractor will create a test plan to ensure the successful deployment of the E-Pollbook solution. This testing may include, but is not limited to, any on site VOC testing, volume testing, field testing or Vote Center mockup sites, virtual and other testing.

To effectively volume test (load, stress and stability), County and Contractor will determine the peak number of hourly transactions possible for the November 2020 election. Once agreed upon, all test should incorporate the peak volume to ensure Synchronization and Latency issues have been adequately addressed.

Additionally, there were issues identified in the Presidential Primary Election on March 3, 2020 election that needed to be addressed and tested. These specific issues must be tested, and the corrections demonstrated to County. County must approve the completion of these items and any defects will need to be remediated before the Presidential General Election on November 3, 2020. The following issues must be implemented, tested, demonstrated, and approved by County: Address Search Capabilities: The Poll Pad's initial search functions are to include First name, last name, house number, and street name. In the Presidential Primary Election on March 3, 2020, the additional house number and street name parameters did not return accurate results. This is critical to the check-in process and must be incorporated by the November 2020 election.

- Edit Voter Address/Precinct Issue: When editing a voter's address, the precinct of the previous address auto-populated the precinct form. This would cause confusion if the voter did not enter the correct address.
- Poll Pad Application Latency: During periods of high synchronization and volume, the Poll Pad application would become sluggish and/or crash. During the volume test, the application must demonstrate the ability to stay responsive without affecting the user experience.
- Excessive Synchronization: During period of high volume, some Poll Pad would continuously synchronize. During the volume test, the application must demonstrate the ability to stay synchronized without affecting performance or the user experience.
- Active CVR Ballots: If a CVR record was edited during synchronization, the CVR record would change from Provisional to Active status which would allow the ballot to drop into the ballot box. This forced County to change the synchronization of the Poll Pads from 2 to 10 minutes. Additionally, it forced election workers to fish out CVR ballots from Ballot Boxes. This fix for this must be implemented and demonstrated to the County.
- A complete and comprehensive testing plan and schedule will be developed in conjunction with the County and will be outlined and enumerated in the Project Schedule.

Deliverable 3.1.1: Test and Validation Plan

A Test Plan will be submitted when requested by the Department prior to each election.

- Within two (2) days of Effective Date of the Agreement, Contractor will demonstrate and get approval that during periods of high volume that synchronization does not impact the system performance and voting experience.
- Within two (2) days of Effective Date of the Agreement, Contractor will demonstrate and get approval that that during periods of high volume that application latency does not impact the system performance and voting experience.
- Within two (2) days of Effective Date of the Agreement, Contractor will demonstrate and get approval that editing of a CVR voter does not result in the voter's status changing to Active.
- Within two (2) days of Effective Date of the Agreement, Contractor will demonstrate and get approval that the Edit Voter Address/Precinct Functionality works as designed.
- Within two (2) days of Effective Date of the Agreement, Contractor will demonstrate and get approval that the Address Search Functionality works as designed.
- Within two (2) days of Effective Date of the Agreement, Contractor will deliver to County the recommended E-Pollbook Bandwidth Threshold. The recommended E-Pollbook Bandwidth Threshold describes the amount of bandwidth per Poll Pad to support Poll Pad transactions without interruption or latency. The E-Pollbook Bandwidth Threshold must account for scenarios where the potential peak could be surpassed by higher than expected voter traffic.

Subtask 3.2 Training

Contractor shall provide training programs and in-service training twice a year to ensure Departmental trainers are continuously informed of current features, new features, and modifications to the Poll Pad/ePulse applications. Contractor will review the proposed training program schedule with the Department to ensure it aligns with the scheduled elections for that year.

The training program should cover the following topics:

1. Election administration though ePulse
2. Poll Pad operation
3. Troubleshooting
4. ePulse Deployment
5. Poll Pad Assignment
6. MDM Functionality

The training program shall include training materials in the form of PowerPoint handouts and quick reference sheets. Additionally, Contractor will provide the Department with digital

images for new screens, modules, or applications within one (1) week after a new application is released to the production environment. The Department may use these digital images to update its training materials.

Deliverable 3.2.1: Training Plan

A Training Plan will be submitted when requested by the Department prior to each election.

Subtask 3.3 Issue/Risk Management

The Department and Contractor Project Manager will provide recommendations as appropriate on the management of active project issues and risks during the Project tenure and assign responsibilities for implementing the following remediation steps:

- Identify: Identify and document project issues (current problems) and risks (potential events that impact the project).
- Analyze and Prioritize: Assess the impact and determine the highest priority risks and issues that will be managed actively.
- Plan and Schedule: Determine how high-priority risks are to be managed and assign responsibility for risk management and issue resolution.
- Track and Report: Monitor and report the status of risks and issues and communicate issue resolutions. Reported issues and risks shall be remediated within 48 hours of being reported/identified.

Contractor will take full responsibility to review the effectiveness of the risk and issue management actions. Active issues and risks will be monitored and reassessed on a weekly basis. In the week prior to an election, active issues and risks will be monitored and reassessed on a daily basis.

Contractor's ability to meet all timelines requires that County Team meet its assigned deadlines associated with said timelines as specified in Exhibit A-1 (Electronic Poll Book System Maintenance and Support Services), attached to this SOW.

Deliverable 3.3.1: Issue/Risk Management plan

An Issue/Risk Management Plan will be submitted when requested by the Department during each election.

Subtask 3.4 VOC Staging and Deployment Management

Contractor will oversee the processes to stage Poll Pads for deployment prior to each election. The Poll Pad staging process includes inventory management, Chain of Custody coordination, data staging, CradlePoint pairing, Warranty/Repair, Vote Center Assignment, Deployment Bundling, and Post-Election de-processing.

To manage this operation effectively, Contractor will be responsible for the planning and procurement of the remaining equipment for the Staging Operation. This includes but is not limited to cables, Datamation carts, Datamation trays, furniture, computers, monitors electrical/network buildout, Apple APU workflow solution, and construction.

Contractor will be responsible for the implementation and maintenance of the Apple APU environment. If modifications to the Apple APU workflows are needed, Contractor will be responsible for those implementations. To ensure the efficacy of the staging process, Contractor must test the Poll Pad Staging process by staging at least half all the Production Poll Pads annually.

After all the equipment is installed and configured, Contractor will be responsible to create the processes and procedures for Contractor and Department staff to stage all the equipment prior to a full-scale deployment. Contractor must also demonstrate that they will be able to effectively stage all production Poll Pads within five (5) Days.

Deliverable 3.4.1: VOC Staging and Deployment Plan

- Within two (2) months of the Effective Date of the Agreement, Contractor must complete buildout assessment of the Staging area.
- Within two (2) months of the Effective Date of the Agreement, Contractor must complete implementation Apple APU workflows for the Poll Pad staging.
- At least two (2) months prior to the November election, Contractor must demonstrate that they can complete the Chain of Custody process, data stage, complete the CradlePoint pairing, complete the Vote Center Poll Pads assignment, and Kitting of all production Poll Pads while using an inventory tracking solution, within five (5) days.

Subtask 3.5 Implement Change Controls

Contractor will establish standards and procedures for change control and ensure that they are followed. Implementing change is an important aspect of managing scope Change control includes both external and internal. Contractor will assist the County in developing, maintaining, monitoring, and enforcing Change Control procedures and documents as agreed upon by Contractor and the Department. Contractor will be responsible for the tasks listed below. The tasks listed below are not an exhaustive list and tasks may be added or deleted as deemed necessary by the County Project Manager.

- Manage the disbursement of Change Control documents to Contractor personnel and subcontractors.
- Review modifications to the project plan resulting from Change Orders with Contractor personnel and County single point of contact person.
- Monitor progress of Change Order completion relative to the project plan. Work with the assigned County single point of contact person to assist County with the resolution of problems or changes that may occur during the project.
- Manage communications between County, Contractor, and all applicable Departmental contractors, and subcontractors.
- Identify and resolve problems.
- Revise project plan and schedule as necessary.

Deliverable 3.5.1: Change Control Plan

Within two (2) months from the Effective Date of the Agreement, Contractor will submit Change Control Plan.

Task 4: Change Request Process

Over the life of this contract, there may be a need for new development in the form of application modifications to Poll Pad/ePulse, Gateway modifications, and/or the creation of new reports. Contractor must track the submission of change requests and provide status. The Department shall submit all development and report requests to Contractor. Contractor will facilitate all communication between the Contractor development team and the County.

After submission, Contractor will meet with the Department to gather requirements and supporting documentation to ensure they are clear on the nature of the request. During the submission process, the Department will provide the priority of the request. Contractor will provide an estimate for the cost and implementation timeframe for each change request. Upon receipt, Department will submit a Change Order for said request. After submission and execution of change request, Contractor must implement the modification by the estimated timeframe.

All modifications must be tested and approved in the Department's User Acceptance Testing (UAT) environment prior to promotion to production.

If recertification is triggered by any Change Request, Contractor must coordinate the testing effort with the Secretary of State. The cost of the recertification must be incorporated into the original estimate since the Department cannot compensate the recertification fees directly.

Contractor will be responsible for the cost of re-certification if there are bugs or issues in the Poll Pad/ePulse environment that require recertification.

Deliverable: 4.1.1: Change Request Plan

Within two (2) months from the Effective Date of the Agreement, Contractor will submit Change Request Plan.

Task 5: Application Development and Reporting

Contractor will be responsible for management of the Department's Change Request backlog through an issue tracking solution such as JIRA. The issue tracking solution should contain all of the Department's submitted Change Requests including, but not limited to, the following information:

1. Priority
2. Date of Submission
3. Requestor
4. Current Status
5. Planned Release Date

During Program Management's weekly meetings with the Department, Contractor will review the current status of the backlog and report any issues, roadblocks, promotions, and/or UAT

availability. On request of the Department, Contractor shall provide the entire backlog through a report.

Contractor must provide the Department the Change Log of all modifications prior to the release of the User Acceptance Test (UAT) build. Additionally, Contractor will provide the Department with functional Test Cases for all new features added to ePulse and/or Poll Pad.

Deliverable 5.1.1: Issue Tracking Solution

Within six (6) months of the Effective Date of the Agreement, Contractor must provide access to an issue tracking solution such as JIRA.

Task 6 Maintenance and Support

Subtask 6.1 Incident Management

Contractor will prioritize the severity of issues based on the impact the issue has on election operations and the election system. Priority will be determined in concert with the appropriate County representative(s) and tracked to completion with the advice and input from the County, however, final decision of severity and priority must be assigned by the County.

Incident severity levels, response times and definitions

Low – 90 Minutes or Less

A low priority incident is any event which is not part of the standard operation of a service which causes, or may cause, an interruption to or reduction in the quality of that service.

Defined as:

The problem reported has very minimal or no impact to the use of the feature or intended function.

Cosmetic issues or enhancement requests.

Medium – 60 Minutes or Less

A medium priority incident is the unknown cause of one or more incidents, often identified as a result of multiple similar incidents that degrades performance of any Application Software component or materially restricts business' restricts use of one or more modules or features of the Application Software to perform necessary business function, but not entire Application Software.

Defined as:

The reported problem limits the use of a key system feature or intended function, but the customer can use or take advantage of a related feature or intended function.

The customer can carry on despite the unresolved problem using an acceptable workaround.

Critical – 15 Minutes or Less

A critical incident is when a risk has become realized.

Defined as one of the following:

A clear and present threat to the health and safety of any employee, customer, vendor, partner, or any other individual.

The problem creates a serious business and financial exposure.

The problem prevents an administrative user from performing a business function and there is no workaround defined or the workaround is deemed unacceptable.

There is a material impact that prevents fulfilling a legislated mandate to conduct or support the electoral process.

Contractor’s team must operate on extended hours during all election events, including before opening of Vote Centers, during voting hours and after the close of Vote Centers allowing them to respond in real time. The Executive Sponsor will also be available during an election event for any items needing escalation. Contractor will fully support and is fully committed to supporting the County election process and will work to ensure that all incidents are resolved to the satisfaction of County.

The resolution time is based on the complexity of the situation and not necessarily on the priority level assigned. Contractor must provide rapid resolution to any issues that arise and have detailed processes and procedures in place to ensure all issues are resolved correctly, completely and swiftly. The Mean Time to Resolution (MTTR) must be under the following time period per category:

- **Low – 24 Hours or less**
- **Medium – 2 Hours or less**
- **Critical – 1 Hour or less**

Deliverable 6.1.1: Incident Management Plan

Two (2) months prior to each election, Contractor must propose an Incident Management Plan, which will be utilized to track any issue during the Election.

Subtask 6.2 Support Hours

Prior to every election, Contractor will propose a support schedule for the Project Management team, Technical Phone support, and potentially other Key Support personnel prior to every election. This support schedule must include different support structures for the Pre-Deployment Period, Early Voting Period, Vote Center Period, Election Day, and Post-Deployment Period.

Below are the expect support hours for each period:

- Pre-Deployment Period - Monday – Sunday 8:00 AM PST – 5:00 PM PST
- Early Voting Period - Monday – Sunday 8:00 AM PST – 5:00 PM PST
- Vote Center Period – Monday – Sunday 5:00 AM PST – 8:00 PM PST
- Election Day – Monday – Sunday 24 Hours
- Post-Deployment Period - Monday – Sunday 8:00 AM PST – 5:00 PM PST

A staff member of the core Program Management team must be available 24/7/365 for support during the Vote Center period, which may begin as early as E-11 Day.

Full-time year-round customer support during non-election times will be from 8:00 AM PST – 5:00 PM PST with extended hours leading up to, during and after an election from 7:00 AM PST – 9:00 PM PST.

Deliverable 6.2.1: Support Schedule

Two (2) months prior to each election, Contractor must propose a Contractor Support Schedule.

3.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to ensure the County a consistently high level of service throughout the term of the Agreement. The Plan shall be submitted to the County Project Monitor for review. The plan shall include, but may not be limited to the following:

- 3.1** Method of monitoring to ensure that Agreement requirements are being met;
- 3.2** A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor’s performance under this Agreement using the quality assurance procedures as defined in this Agreement, Paragraph 8, Standard Terms and Conditions, Paragraph 8.15, County’s Quality Assurance Plan.

4.1 Monthly Meetings

Contractor is required to attend a scheduled monthly quality assurance meeting. Failure to attend will cause an assessment of five (5) hundred dollars (\$500) per meeting.

4.2 Contract Discrepancy Report (Exhibit A-2 of Exhibit A SOW)

Verbal notification of an Agreement discrepancy will be made to the County Project Monitor as soon as possible whenever an Agreement discrepancy is

identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County Project Monitor will determine whether a formal Agreement Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Project Manager within one (1) workday, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Agreement Discrepancy Report shall be submitted to the County Project Manager within five (5) workdays. Failure to provide this CDR will cause an assessment of five (5) hundred dollars (\$500) per day.

4.3 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Agreement at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

5.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

5.1 COUNTY

5.1.1 Personnel

The County will administer the Agreement according to the Agreement, Paragraph 6.0, Administration of County. Specific duties will include:

- 5.1.1.1** Monitoring the Contractor's performance in the daily operation of this Agreement.
- 5.1.2.1** Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 5.1.3.1** Preparing Amendments in accordance with the Agreement, Paragraph 8. Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.
- 5.1.4.1** County will provide a point of contact who will partner with Contractor to ensure the success of the project. This point person will be required to provide timelines and other information that would not otherwise be known to the Contractor team. The LA contact point will also be the liaison between Contractor and other vendors and County agencies ensuring that Contractor and the onsite Program Manager are connected to and partnered with the appropriate County and County vendors.
- 5.1.5.1** County shall have an Election Coordinator dedicated to providing comprehensive support for Election events.

5.1.2 Furnished Items

County will provide all equipment, materials and supplies for the onsite team necessary to meet the needs of the program, including workspace at the VOC. County is also responsible for providing all timelines necessary for completion of any election.

5.2 CONTRACTOR

5.2.1 Dedicated Project Manager

5.2.1.1 Contractor shall provide a full-time Dedicated Project Manager or designated alternate. County must have access to the Dedicated Project Manager during all hours, 365 days per year. Contractor shall provide a telephone number where the Dedicated Project Manager may be reached on a thirty (30) minute to one (1) hour per day basis.

5.2.1.2 Dedicated Project Manager shall act as a central point of contact with the County.

5.2.1.3 Dedicated Project Manager shall have five (5) years of experience.

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

5.3 Background and Security Investigations Personnel

5.3.1 Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.

5.3.2 Contractor shall be required to background check their employees as set forth in Sub-Paragraph 7.5 – Background and Security Investigations, of the Agreement.

5.3.3 Contractor's Background Checks will be successfully completed on all Full Time and Agreement personnel assigned to the Departmental Project by Contractor.

5.4 Identification Badges

5.4.1 Contractor shall ensure their employees are appropriately identified as set forth in Sub-Paragraph 7.4 – Contractor's Staff Identification, of the Agreement.

5.5 Materials and Equipment

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

- **Ownership of Deliverables**

Deliverables or Customizations requested and funded by the County will be the sole property of the County. The County may grant incorporation of these Customizations into the KNOWiNK's base product for use by other KNOWiNK customers if the original Customization fee is waived or reimbursed to LA County, as set for in this Agreement.

- **Statement of Work (SOW) Change Management**

During the performance of a project, either party may request, in writing, additions, deletions, or modifications to the services described in this Statement of Work. Change requests and subsequent Agreement Amendments are subject to the Contractor Agreement.

- **Data Security**

County's Data Security requirements for this Project will ensure full security around any and all data accessed or transmitted in this SOW as referenced in Exhibit A-1 (Electronic Poll Book System Maintenance), Schedule 1 – County's Remote Access Policy.

5.6 Training

5.6.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.

5.6.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

5.7 Contractor's Office

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 7:00 a.m. to 7:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Agreement. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall answer calls received by the answering service within thirty (30) minutes to one (1) hour of receipt of the call.**

6.0 WORK SCHEDULES

- 6.1 Contractor shall submit for review and approval a work schedule for each facility to the County Project Director within five (5) days prior to starting work. Said work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules shall list the time frames by day of the week, morning, and afternoon the tasks will be performed.
- 6.2 Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Manager for review and approval within five (5) working days prior to scheduled time for work.

7.0 UNSCHEDULED WORK

- 7.1 The County Project Manager or his/her designee may authorize the Contractor to perform unscheduled work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third-party negligence; or to add to, modify or refurbish existing facilities.
- 7.2 Prior to performing any unscheduled work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work exceeds the Contractor's estimate, the County Project Director or his/her designee must approve the excess cost. In any case, no unscheduled work shall commence without written authorization.
- 7.3 When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor shall contact County's Project Director for approval before beginning the work. A written estimate shall be sent within twenty-four (24) hours for approval. Contractor shall submit an invoice to County's Project Director within five (5) working days after completion of the work.
- 7.4 All unscheduled work shall commence on the established specified date. Contractor shall proceed diligently to complete said work within the time allotted.
- 7.5 The County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

8.0 GREEN INITIATIVES

- 8.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 8.2 Contractor shall notify County's Project Manager of Contractor's new green initiatives prior to the Agreement commencement.

9.0 PERFORMANCE REQUIREMENTS SUMMARY

A Performance Requirements Summary (PRS) chart, Exhibit A-4 of SOW Exhibits, listing required services that will be monitored by the County during the term of this Agreement is an important monitoring tool for the County. The chart should:

- reference section of the Agreement
- list required services
- indicate method of monitoring
- indicate the deductions/fees to be assessed for each service that is not satisfactory

All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Agreement and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Agreement and the SOW. In any case of apparent inconsistency between services as stated in the Agreement and the SOW and this PRS, the meaning apparent in the Agreement and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Agreement and the SOW, that apparent service will be null and void and place no requirement on Contractor.

STATEMENT OF WORK EXHIBITS

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Exhibits

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- A-2 AGREEMENT DISCREPANCY REPORT
- A-3 TASK/DELIVERABLE ACCEPTANCE CERTIFICATE
- A-4 PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART
- A-5 PROJECT SCHEDULE

ELECTRONIC POLLBOOK SYSTEM MAINTENANCE

General

This Exhibit A-1 sets forth the scope of, and Contractor's service level commitment regarding, the maintenance and operational support of the System, including, but not limited to, System Maintenance consisting of Maintenance Services and Support Services, correction of Deficiencies, Warranties and County's remedies for Contractor's failure to meet the service level commitment specified herein. Capitalized terms used in this Exhibit A-1 without definition shall have the meanings given to such terms in the Base Agreement.

The following Schedules are attached to and form a part of this Exhibit A-1:

Schedule 1 – County Remote Access Policies.

1. **SCOPE OF SERVICES**

1.1 Description

Contractor shall provide System Maintenance specified in the body of the Agreement and this Exhibit A-1, as more fully described below. System Maintenance shall include Maintenance Services, Support Services and Optional Work. System Maintenance shall commence in accordance with the provisions set forth in the Base Agreement and shall continue for the term of the Agreement.

Contractor shall provide System Maintenance for the System from Contractor's business premises or at the County site, as necessary to fulfill its obligations under the Agreement.

1.2 Definitions

1. As used herein, the term "Downtime" shall have the meaning specified in Section 5.1 (Deficiency Credits).
2. As used herein, the term "Deficiency Credit(s)" shall have the meaning specified in 5.1 (Deficiency Credits).
3. As used herein, the term "Disabling Device(s)" shall have the meaning specified in 4.1 (General Warranties).
4. As used herein, the term "Scheduled Downtime" shall have the meaning set forth in Section 2.1.3 (System Hardware).
5. As used herein, the term "Support Hours" shall mean 24/7/365 to support during election periods, which may begin on E-35 Day for the 11-day Voting period. Full-time year-round customer support during non-election times from 8:00 AM PST – 5:00 PM PST with extended hours leading up to, during and after an election from 7:00 AM PST – 9:00 PM PST.
6. As used herein, the term "System Upgrade" shall have the meaning set forth in Section 5.2 (System Performance Deficiencies).

2. SYSTEM MAINTENANCE

2.1 Maintenance Services

2.1.1 Updates

Contractor shall provide Maintenance Services related to System Software (hereinafter "Maintenance Services"), including Updates, as described in this section below. Contractor shall provide Updates to Application Software to keep current with County technology standards, industry standards, Third Party Software upgrades, enhancements, updates, patches, bug fixes, etc., in accordance with this Exhibit A-1, as determined by County's Project Manager.

Without limiting the other provisions of this Agreement, including, without limitation, this Exhibit A-1, such Updates shall be provided to County at least once every year unless otherwise agreed to by County and Contractor. Contractor shall offer to County Updates, including, but not limited to, updates, enhancements, improvements and Version Releases of the Application Software, or any Component or module of such Application Software, and all Documentation related thereto promptly after the creation thereof.

Contractor shall notify County of all such Updates to the Application Software prior to the anticipated installation date therefor. Installation of each Update shall be subject to prior written approval of County's Project Manager. Contractor's provision and installation of such Updates to the Application Software shall be at no additional cost to County beyond any Maintenance Fees. Any Updates necessary to remedy security problems in the Application Software (e.g., closing "back doors" or other intrusion-related problems), whether identified by Contractor, County or a third party, shall be provided to County within ten (10) calendar days of Contractor's knowledge of the existence of such security problems, unless agreed to otherwise as specified herein.

2.1.2 Third Party Software

Maintenance Services additionally include ongoing maintenance of Third-Party Software's compatibility with the Application Software. Prior to the installation of any Third-Party Software, Contractor shall test the compatibility of each update to the Third-Party Software with County's then-current Application Software and shall report its findings to County.

Contractor shall ensure that the Application Software is compatible with the required or critical updates to Third Party Software, including, without limitation, service and compatibility packs and security patches, within seven (7) calendar days after release of such update.

In the event it is determined that any required update is not compatible with the Application Software, Contractor shall provide County with a workaround to protect the integrity of the Application Software until such time as the Deficiency is corrected. Compatibility issues with Third Party Software will be subject to Section 3 (Correction of Deficiencies) of this Exhibit A-1 below.

2.1.3 System Hardware

Contractor shall repair, upgrade or replace System Environment Components, including System Hardware and System Network, but excluding County Hardware, during the term of the Agreement to comply with the System Requirements and the Warranties specified in this Agreement and to

support and be compatible with any Application Modifications, as necessary to comply with Contractor's System Maintenance obligations and Warranties specified in this Agreement.

2.1.4 Scheduled Downtime

Unless agreed to otherwise in advance by County and Contractor, Contractor shall provide all Maintenance Services, including installation of Updates, during Scheduled Downtime. For the purpose of this Exhibit A-1, "Scheduled Downtime" shall mean all time that the System Software cannot be accessed due to scheduled maintenance including, but not limited to, preventative maintenance, updates, upgrades, scheduled reboots and restarts. Contractor shall work with County to determine a mutually agreeable time for Scheduled Downtime.

2.2 Support Services

2.2.1 Help Desk

Contractor shall provide support services in respect of the System as described in this Exhibit A-1 and this Agreement generally (collectively "Support Services"). As part of its Support Services, Contractor shall provide operational support for the System during the Support Hours, which shall include without limitation providing a point of contact for all System problems by maintaining a Help Desk. Such operational support shall include Support Services to correct any failure of the System and to remedy Deficiencies in accordance with Section 3 (Correction of Deficiencies) below to ensure that the System operates in accordance with the Specifications and the System Requirements, including, without limitation, System Performance Requirements. The Help Desk will respond with specific time for resolving each Deficiency and notify County's Project Manager.

2.3 Disaster Recovery

As part of Support Services, Contractor shall provide System disaster recovery services, as described in this Section 2.3 below.

2.3.1 **Disaster Recovery Plan**

Contractor shall develop and maintain a plan for System disaster recovery (hereinafter "Disaster Recovery Plan" or "DRP"), which shall include the following:

- a. Multiple disaster recovery tests to be performed or conducted at phased increments;
- b. A plan that would allow the System to fully use the Back-Up Server Web-Server Hosting site until the Production Server Web-Server Hosting site is restored (e.g., enables all Users to access the Back-Up Server site);
- c. Comprehensive instructions for data recovery and restoration processes that include backing up all data from the Production Server site to the Back-Up Server site daily;
- d. Annual disaster recovery tests to be performed during the term of the Agreement.
- e. Back-Up Server Web-Server Hosting site that shall be operational within three (3) hours of any disaster occurrence; and
- f. Multiple tests for transferring the Back-Up Server Web-Server Hosting site to the Production Server Web-Server Hosting site at the end of the disaster.

2.3.2 Disaster Recovery Testing

Disaster recovery testing is a vital activity for testing the effectiveness of a Business Continuity Plan. Testing exposes many problems and unforeseen situations that need to be resolved to maximize the chances of a plan succeeding if disaster should actually occur. A Business Continuity Plan with a business impact analysis component shall be developed by Contractor for approval by County upon full-scale System Test. The actual testing shall occur as a phased dry-run disaster recovery test during development and full-scale testing after pilot testing is approved. Thereafter, per day annual full-scale tests shall occur with necessary updates to the Business Continuity Plan.

3. CORRECTION OF DEFICIENCIES

3.1 Identification of Deficiencies

The Deficiencies under this Agreement may be identified either as a result of Contractor's use of its own support system or discovered by County. Upon discovery of a Deficiency by County, County will report the Deficiency to Contractor's Help Desk for resolution in accordance with this Exhibit A-1.

The Severity Level of the Deficiency shall be assigned by County in its sole discretion. Based on Contractor's proposed solution and/or workaround(s) for the Deficiency, County may, in its sole discretion, reevaluate and, if it so chooses, escalate or downgrade the Severity Level of the Deficiency pursuant to Section 3.2.3 (Severity Level Adjustment) below.

3.2 Resolution of Deficiencies

3.2.1 Problem Correction Priorities

County shall assign one of the Severity Levels specified below to each incident of Deficiencies reported by County to Contractor's Help Desk and/or entered in Contractor's incident tracking system. Following report of a Deficiency from County, Contractor shall respond back to County within the prescribed "Response Time" specified below, while each such Deficiency shall be resolved within the specified "Resolution Time".

SEVERITY LEVEL	DESCRIPTION OF DEFICIENCY	RESPONSE TIME	RESOLUTION TIME
1 - Critical	Widespread System unavailability – Production System is down, or any System Component is completely or functionally inoperable. Making a major operational impact to County.	One (1) hour	Eight (8) hours
2 - Major	Problem that substantially degrades performance of any Application Software component or materially restricts business; restricts use of one or more modules or features of Application Software to perform necessary business functions, but not entire Application Software. Users can use Application Software; but an important function of it is not available; operations are severely impacted.	Two (2) hours	Twenty-four (24) hours
3 - Minor	A problem that causes only a minor impact on the use of the Application Software. The problem can be easily circumvented. The problem can cause some functional restrictions, but it does not have a critical or severe impact on operations.	Eight (8) hours	Two (2) weeks
4 – Low Impact	This is a low impact problem and is not significant to operations or is related to education (e.g., general “how to” and informational Application Software questions, Documentation requests, understanding of reports or general “how to” create reports).	Two (2) days	Earlier of (a) the next Version Release or (b) 12 months of County’s report thereof, beginning when County reports Deficiency to Contractor.

3.2.2 Problem Resolution Process

For any Deficiency reported by County or discovered by Contractor, Contractor shall immediately, no later than within one (1) hour of discovery, commence corrective action. Contractor shall correct all Deficiencies within the Resolution Times as specified in this Agreement. Contractor shall also immediately commence to develop a workaround or a fix for any Deficiency of Level 1.

Contractor shall provide the best level of effort to correct all Deficiencies, and in particular Deficiencies of Severity Levels 1 through 3. In the event that Contractor fails to correct a Deficiency within the prescribed Resolution Time, Contractor shall provide County with a written report that includes a detailed explanation of the status of such Deficiency, preliminary actions taken, detailed mitigation plans and an estimated time for completing the correction of such Deficiency. This process will be repeated until the Deficiency is resolved and approved by County’s Project Manager. The parties will jointly cooperate during this period of time.

All Severity Level 4 Deficiencies shall be corrected by the earlier of (i) the next Version Release or (ii) 12 months from County’s report of such Deficiency, as specified above.

3.2.3 Severity Level Adjustment

County, in its sole discretion, may escalate or downgrade a Severity Level of a Deficiency if the Deficiency meets the definition of the Severity Level as escalated or downgraded. A Deficiency may also be escalated by County, if the Deficiency persists or re-occurs, as determined by County's Project Manager. At the time the Deficiency is escalated or downgraded, an appropriate timeline will be applied for resolution of such Deficiency in accordance with Section 3.2.1 (Problem Correction Priorities) above.

4. WARRANTIES

4.1 General Warranties

Contractor represents, warrants, covenants and agrees that throughout the term of this Agreement:

1. Contractor shall comply with the description and representations (including, but not limited to, Deliverable documentation, performance capabilities, accuracy, completeness, characteristics, Specifications, configurations, standards, functions and requirements applicable to professional software design meeting industry standards) set forth in this Agreement, including Exhibit A (Statement of Work) with all Attachments thereto, including System Requirements and System Performance Requirements.
2. 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 this Agreement (including, without limitation, the Recitals, System Requirements, System Performance Requirements and the Specifications).
3. Unless specified otherwise herein, the System shall be free from any and all material Deficiencies.
4. The level of System Maintenance services shall not degrade during the term of the Agreement.
5. Contractor shall not intentionally cause any unplanned interruption of the operations of, or accessibility to the System or any System Component through any device, method or means including, without limitation, the use of any "virus", "lockup", "time bomb", or "key lock", "worm", "back door" or "Trojan Horse" device or program, or any disabling code, which has the potential or capability of compromising the security of County's confidential or proprietary information or of causing any unplanned interruption of the operations of, or accessibility of the System or any System Component to County or any User or which could alter, destroy, or inhibit the use of the System, any System Component, or the data contained therein (collectively referred to for purposes of this Exhibit A-1 as "Disabling Device(s)"), which could block access to or prevent the use of the System or any System Component by County or Users. Contractor represents, warrants and agrees that it has not purposely placed, nor is it aware of, any Disabling Device on any System Component provided to County under this Agreement, nor shall Contractor knowingly permit any subsequently delivered System Component to contain any Disabling Device. In addition, Contractor shall prevent viruses from being incorporated or introduced into the System Software or updates or enhancements thereto prior to delivery and installation thereof to County and shall prevent any viruses from being incorporated or introduced in the process of Contractor's loading of System Software, or updates and enhancements thereto, or being introduced in the process of Contractor's

performance of on-line support. County acknowledges that Contractor is not necessarily the manufacturer of the virus protection software. County is solely responsible for virus protection measures on County's client devices and its County controlled network.

4.2 System Warranties

Contractor also represents, warrants, covenants and agrees that throughout the term of this Agreement:

1. While County is covered by System Maintenance, Contractor shall support all Application Software components in their respective then-existing architecture and for their respective then-existing Version Releases and the most recent prior two (2) Version Releases for the term of this Agreement.
2. System Software shall be fully integrated and interfaced as required by the System Requirements relating to Interfaces.
3. Application Software shall be fully compatible with the rest of the System Software Components and any County software operated by County on the County Hardware.
4. None of the Application Software requires execution by County of software licenses with third parties.
5. The 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 and meeting all requirements as set forth in this Agreement (including, without limitation, the Recitals, System Requirements and the Specifications).

4.3 System Performance

Contractor represents, warrants, covenants and agrees that the System shall meet the System Performance Requirements, including, but not limited to, those related to System Response Time and System Availability, as specified Exhibit A (SOW). All System Performance Deficiencies shall be deemed at a minimum as Severity Level 2 for the purpose of the correction of Deficiencies and other remedies.

5. REMEDIES

5.1 Deficiency Credits

5.1.1 General

Credits shall accrue for Contractor's failure to timely correct any Severity Level 1, Severity Level 2 or Severity Level 3 Deficiency and/or for the occurrence of three (3) or more Severity Level 1 Deficiencies in any single calendar month (collectively and individually, "Deficiency Credit(s)"). Without limiting any other rights and remedies available to County, either pursuant to this Agreement, by law or in equity, County shall be entitled to Deficiency Credits in the event that either (i) Contractor fails to correct a Severity Level 1, Severity Level 2 or Severity Level 3 Deficiency (hereinafter "Downtime") within the timeframes set forth in Section 3 (Correction of Deficiencies) of this Exhibit A-1, or such longer period as agreed to by County and Contractor, or (ii) three (3) or more Severity Level 1 Deficiencies occur in any calendar month during the term of this Agreement.

Deficiency Credits shall not be issued for Downtime occurring during mutually agreed upon scheduled or planned shutdown of the System Hardware, Scheduled Downtime or Response Time testing.

5.1.2 Assessment of Deficiency Credits

1. If Contractor fails to correct any Severity Level 1, Severity Level 2 or Severity Level 3 Deficiency within the timeframes set forth in this Exhibit A-1, then in each instance, County may, in its sole discretion, assess Deficiency Credits in amounts per day for each day, or portion thereof, during which any Deficiency continues beyond the Resolution Time prescribed for the applicable Severity Level of such Deficiency, as set forth below:
 - i. For Severity Level 1 Deficiencies, One Thousand Dollars (\$1000) per day and Five Hundred Dollars (\$500) for every day that Deficiency is not resolved;
 - ii. For Severity Level 2 Deficiencies, Five Hundred Dollars (\$500) per day; and
 - iii. For Severity Level 3 Deficiencies, Three Hundred Dollars (\$300) per day.

The amount of time elapsed for the calculation of Deficiency Credits will be determined by the timestamp or other evidence issued by the Help Desk at such time as a service request is sent by County to Contractor.

2. If during any calendar month three (3) or more Severity Level 1 Deficiencies occur, then, in each instance, County may, in its sole discretion, assess Downtime Credits in an amount equal to one third (1/3) of the monthly Maintenance Fees.
3. Notwithstanding anything to the contrary set forth in this Exhibit A-1, any Deficiency Credits accruing to County as a result of a Downtime or Deficiency shall be based upon its escalated or downgraded Severity Level, if applicable, assigned to such Deficiency in accordance with Section 3.2.3 (Severity Level Adjustment) of this Exhibit A-1.

5.2 System Performance Deficiencies

In the event the System fails to meet the System Performance Requirements, including Response Times (hereinafter "System Performance Deficiency"), and upgrade, repair or replacement of any of the System Environment Components (hereinafter "System Upgrade"), including operating software, hardware and/or networking components, is necessary to remedy the Deficiency, Contractor shall perform the System Upgrade at no cost to County during the term of the Agreement. In the event such System Upgrade to the County Hardware does not remedy the System Performance Deficiency, including System Response Time or System Availability, County will be entitled to keep such System Upgrade Components. If the Deficiency persists, the Severity Level of such Deficiency may be escalated in accordance with Section 3.2.3 (Severity Level Adjustment) of this Exhibit A-1.

SCHEDULE 1

COUNTY REMOTE ACCESS POLICY

This Schedule 1 (County Remote Access Policy) sets forth the policies and procedures for Contractor's remote access to County's network.

PURPOSE

The purpose of this policy is to define standards for connecting to any Department of Registrar-Recorder/County Clerk (Department) network from any host. These standards are designed to minimize the potential exposure to Department from damages that may result from unauthorized use of a vendor's resources. Damages include the loss of sensitive or company confidential data, intellectual property, damage to public image, or damage to critical Department internal systems.

POLICY

The computer systems, networks and data repositories of County's Registrar-Recorder/County Clerks' networks are critical resources and must be protected against unauthorized and/or malicious access. Authorized users of Department computer systems, networks and data repositories may be permitted to remotely connect to those systems, networks and data repositories for the conduct of Department-related business only through secure, authenticated and carefully managed access methods.

It is the responsibility of County approved vendors and their employees, contractors and agents with remote access privileges to any Department networks to ensure that their remote access connection to any of our applications is given the same consideration as the user's on-site connection.

Department facilities will have and maintain complete control of access into their networks. Department facilities will open up the portal when access is needed and will shut down portal access when the vendor has completed their required work.

Secure remote access must be strictly controlled. Control will be enforced via RSATM one-time password tokens that will be assigned accordingly. At no time should any outside vendor provide their token, login or password to anyone.

County approved vendors and their employees, contractors and agents with remote access privileges must ensure at their vendor-owned personal computer or workstation, which is remotely connected to any Department network, is not connected to any other network at the same time.

All remote vendor or business partner connections to the Department's network must be secured with industry standard encryption (e.g., SSL, SSH, IPSEC, etc.) and authentication mechanisms. Connections should be restricted by IP address and service (port). Back-end systems that are accessed through remote connections must be properly secured (locked down to the extent possible) to ensure other portions of the Department network cannot be accessed from those devices.

The remote connections and related activities must be auditable and reviewed for appropriateness on a regular basis by the responsible Department system administrator(s). Remote connection audit logs must be retained for at least one year. Audit logs must be provided upon request.

All hosts, including personal computers, connected to any Department internal networks via remote access technologies must use the most up-to-date anti-virus software as determined by Department Information Technologies (Department/IT).

Personal equipment used to connect to any Department network must meet all Department remote access requirements.

CROSS REFERENCES

BOARD OF SUPERVISORS POLICY 6.101, USE OF COUNTY INFORMATION AND TECHNOLOGY RESOURCES.

TASK/DELIVERABLE ACCEPTANCE CERTIFICATE

(Contractor Name and Address)		TRANSMITTAL DATE
		AGREEMENT NUMBER
		TITLE
FROM:	TO:	
_____ Contractor's Project Director (Signature Required)	County Project Director, _____	
<p>Contractor hereby certifies to County that as of the date of this Task/Deliverable Acceptance Certificate, it has satisfied all conditions precedent in the Agreement (including the Exhibits thereto) to the completion of the Tasks and delivery of the Deliverables set forth below, including (i) satisfaction of all completion criteria applicable to such Tasks and Deliverables, and (ii) County's approval of all Work performed in connection with such Tasks and Deliverables. Contractor further represents and warrants that the Work performed in respect of such Tasks and Deliverables has been completed in accordance with Exhibit A (Statement of Work. County's approval and signature constitutes an acceptance of the Tasks and Deliverables listed below.</p>		
TASK DESCRIPTION (including Task and Subtask numbers as set forth in the Statement of Work)	DELIVERABLES (including Deliverable numbers and brief description as set forth in the Statement of Work)	
Comments:		
<p>Attached hereto is a copy of all supporting documentation required pursuant to the Agreement, Exhibit A (Statement of Work), including any additional documentation reasonably requested by County.</p>		
<p><u>County Acceptance:</u></p>		
NAME _____ County's Project Manager	SIGNATURE _____	DATE _____
NAME _____ County's IT Project Manager	SIGNATURE _____	DATE _____
NAME _____ County's Project Director	SIGNATURE _____	DATE _____

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Agreement: Paragraph 4.3 – Term of Agreement	The Contractor shall notify Department when this Agreement reaches six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written (hard copy and e-mail) notification to Department at the Contracts and Grants Manager's address herein provided in Exhibit E – County's Administration.	Inspection and Observation.	\$500 upon occurrence.
Agreement: Paragraph 5.3 – Notification of 75% of Total Agreement Sum	The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total agreement sum under this Agreement. Upon occurrence of this event, the Contractor shall send written (hard copy and e-mail) notification to Department at the Contracts and Grants Manager's address herein provided in Exhibit E – County's Administration.	Inspection and Observation.	\$500 per occurrence.
Agreement: Paragraph 7.0 - Administration of Agreement- Contractor	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	Inspection and Observation	\$500 per occurrence.

EXHIBIT A

<p>Agreement: Paragraph 7.1 – Contractor Administration</p>	<p>A listing of all of Contractor’s Administration referenced in the following paragraph is designated in Exhibit F (Contractor’s Administration). The Contractor will notify the County in writing of any change in the names or addresses shown via a Change Order with an updated Exhibit F (Contractor’s Administration) attached to a memo on company letterhead.</p>	<p>Inspection and Observation.</p>	<p>\$500 per occurrence.</p>
<p>Agreement: Paragraph 8.2.1 – Assignment and Delegation/ Mergers or Acquisitions</p>	<p>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 County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.</p>	<p>Inspection and Observation.</p>	<p>\$500 per occurrence.</p>
<p>Agreement: Paragraph 8.5.2.1 - Complaints</p>	<p>Within thirty (30) business days after the Agreement effective date, the contractor shall provide the County with the contractor’s policy for receiving, investigating and responding to user complaints.</p>	<p>Inspection and Observation.</p>	<p>\$500 per occurrence.</p>

EXHIBIT A

<p>Agreement: Paragraph 8.24.2.3 – Evidence of Coverage and Notice to County</p>	<p>Renewal certificates shall be provided to County not less than ten (10) days prior to contractor’s policy expiration dates.</p>	<p>Inspection and Observation.</p>	<p>\$500 per occurrence.</p>
<p>Agreement: Paragraph 8.24.4 – Cancellation of or Changes in Insurance</p>	<p>Contractor shall provide County with, or contractor’s insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change.</p>	<p>Inspection and Observation.</p>	<p>\$500 per occurrence.</p>
<p>Agreement: Paragraph 8.37.1.2 - Publicity</p>	<p>The contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without prior written consent of the County’s Project Director.</p>	<p>Inspection and Observation.</p>	<p>\$500 per occurrence.</p>
<p>Agreement: Sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement</p>	<p>Contractor to maintain all required documents as specified in Sub-paragraph 8.38</p>	<p>Inspection of files.</p>	<p>\$500 per occurrence.</p>

EXHIBIT A

<p>Agreement: Sub-paragraph 8.40 Subcontracting</p>	<p>Contractor shall obtain County's written approval prior to sub-contracting any work.</p>	<p>Inspection and Observation</p>	<p>\$500 per occurrence. Any attempt by the contractor to subcontract without the prior consent of the County may be deemed a material breach (Termination for Default) of this Agreement.</p>
<p>Agreement: Paragraph 9.3 (Maintenance, Updates, and Professional Services)</p>	<p>Contractor corrects deficiencies within timeframe.</p>	<p>Inspection and Observation</p>	<p>\$1,000 per occurrence.</p>
<p>SOW: Exhibit A, Subtask 1.1</p>	<p>An onsite kick-off meeting to occur within seven (7) days of the Effective Date of the Agreement.</p>	<p>Attendance and Exhibit A-5.</p>	<p>\$500 per occurrence.</p>
<p>SOW: Exhibit A, Subtask 1.2</p>	<p>An Election Project Plan will be submitted to the County within three (3) days of the Effective Date of the Agreement.</p>	<p>Observation and Exhibit A-5.</p>	<p>\$500 per occurrence. \$100 every day after occurrence until plan is submitted.</p>
<p>SOW: Exhibit A, Subtask 1.3</p>	<p>A Communication Plan will be submitted to the County within three (3) days of the Effective Date of the Agreement.</p>	<p>Observation and Exhibit A-5.</p>	<p>\$500 per occurrence. \$100 every day after occurrence until plan is submitted.</p>
<p>SOW: Exhibit A, Subtask 2.1</p>	<p>An Organizational Chart including contact information of the Program Management team will be submitted to the County three (3) days of the Effective Date of the Agreement.</p>	<p>Observation and Exhibit A-5.</p>	<p>\$500 per occurrence.</p>

EXHIBIT A

<p>SOW: Exhibit A, Subtask 2.2</p>	<p>An Election Project Plan will be submitted when requested by the Department prior to each election. Approximately one hundred and sixty (160) days before all scheduled elections. Approximately sixty (60) days before all special elections.</p>	<p>Observation and Exhibit A-5.</p>	<p>\$500 per occurrence. \$100 every day after occurrence until plan is submitted.</p>
<p>SOW: Exhibit A, Subtask 2.3</p>	<p>A Communication Project Plan will be submitted when requested by the Department prior to each election. Approximately one hundred and sixty (160) days before all scheduled elections. Approximately sixty (60) days before all special elections.</p>	<p>Observation and Exhibit A-5.</p>	<p>\$500 per occurrence. \$100 every day after occurrence until plan is submitted.</p>
<p>SOW: Exhibit A, Subtask 2.4</p>	<p>An Election/Surge Staffing Plan will be submitted when requested by the Department prior to each election approximately one hundred and sixty (160) days before all scheduled elections and approximately sixty (60) days before all special elections.</p>	<p>Observation and Exhibit A-5.</p>	<p>\$500 per occurrence. \$100 every day after occurrence until plan is submitted.</p>
<p>SOW: Exhibit A, Subtask 3.1</p>	<p>Contractor will demonstrate and get approval within two (2) days of the Effective Date of the Agreement that during periods of high volume that synchronization does not impact the voting experience.</p>	<p>Observation and Exhibit A-5.</p>	<p>\$500 per occurrence.</p>

EXHIBIT A

SOW: Exhibit A, Subtask 3.1	Contractor will demonstrate and get approval within two (2) days of the Effective Date of the Agreement that during periods of high volume that application latency does not impact the voting experience.	Observation and Exhibit A-5.	\$500 per occurrence.
SOW: Exhibit A, Subtask 3.1	Contractor will demonstrate and get approval within two (2) days of the Effective Date of the Agreement that editing of a Conditional Voter Registration (CVR) voter does not result in the voter's status to change to Active.	Observation and Exhibit A-5.	\$500 per occurrence.
SOW: Exhibit A, Subtask 3.1	Contractor will demonstrate and get approval within two (2) days of the Effective Date of the Agreement that the Edit Voter Address/Precinct Functionality works as designed.	Observation and Exhibit A-5.	\$500 per occurrence.
SOW: Exhibit A, Subtask 3.1	Contractor will demonstrate and get approval within two (2) days of the Effective Date of the Agreement that the Address Search Functionality works as designed.	Observation and Exhibit A-5.	\$500 per occurrence.
SOW: Exhibit A, Subtask 3.1	Contractor will deliver to County within two (2) days of the Effective Date of the Agreement the recommended E-Pollbook Bandwidth Threshold.	Observation and Exhibit A-5.	\$500 per occurrence.

EXHIBIT A

SOW: Exhibit A, Subtask 3.2	A Training Plan will be submitted when requested by the Department prior to each election approximately one hundred and sixty (160) days before all scheduled elections and approximately sixty (60) days before all special elections.	Observation and Exhibit A-5.	\$500 per occurrence. \$100 every day after occurrence until plan is submitted.
SOW: Exhibit A, Subtask 3.3	An Issue/Risk Management Plan will be submitted when requested by the Department during each election approximately one hundred and sixty (160) days before all scheduled elections and approximately sixty (60) days before all special elections.	Observation and Exhibit A-5.	\$500 per occurrence. \$100 every day after occurrence until plan is submitted.
SOW: Exhibit A, Subtask 3.4	Contractor must complete buildout assessment of the Staging Area within two (2) months of the Effective Date of the Agreement.	Observation and Exhibit A-5.	\$500 per occurrence.
SOW: Exhibit A, Subtask 3.4	Contractor must complete implementation Apple APU workflows for the Poll Pad staging within two (2) months of the Effective Date of the Agreement.	Observation and Exhibit A-5.	\$500 per occurrence.

EXHIBIT A

SOW: Exhibit A, Subtask 3.4	At least two (2) months prior to each election, Contractor must demonstrate that they can complete Chain of Custody, data staging, CradlePoint pairing, Vote Center assignment, and packaging all production Poll Pad while using an inventory tracking solution within five (5) days.	Observation and Exhibit A-5.	\$500 per occurrence.
SOW: Exhibit A, Subtask 3.5	Change Control Plan will be submitted at least two (2) months from the Effective Date of the Agreement.	Observation and Exhibit A-5.	\$500 per occurrence. \$100 every day after occurrence until plan is submitted.
SOW: Exhibit A, Task 4	Change Request Plan will be submitted at least two (2) months from the Effective Date of the Agreement.	Observation and Exhibit A-5.	\$500 per occurrence. \$100 every day after occurrence until plan is submitted.
SOW: Exhibit A, Task 5	Provide access to an issue tracking solution such as JIRA within six (6) months from the Effective Date of the Agreement.	Observation and Exhibit A-5.	\$500 per occurrence. \$100 every day after occurrence until plan is submitted.
SOW: Exhibit A, Subtask 6.1	Contractor must propose an Incident Management Plan two (2) months prior to each election, which will be utilized to track any issue during the Election.	Observation and Exhibit A-5.	\$500 per occurrence. \$100 every day after occurrence until plan is submitted.
SOW: Exhibit A, Subtask 6.2	Contractor must propose a Support Schedule two (2) months prior to each election.	Observation and Exhibit A-5.	\$500 per occurrence. \$100 every day after occurrence until plan is submitted.

EXHIBIT A

<p>SOW: Exhibit A, Sub-paragraph 4.1 - Monthly Meetings and Annual Meetings</p>	<p>Contractor's representative to host monthly meeting via conference call.</p> <p>Contractor's representative to schedule and host no less than one (1) meeting per year to be conducted at a location to be agreed upon by both County and Contractor.</p>	<p>Attendance</p>	<p>\$500 per occurrence.</p>
<p>SOW: Exhibit A, Sub-paragraph 4.2 – Contract Discrepancy Report</p>	<p>Contractor is to deliver a plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Project Manager within five (5) work days.</p>	<p>Inspection and Observation</p>	<p>\$500 per occurrence.</p>

PROJECT SCHEDULE

The following is the list of required Deliverables for the E-Pollbook Project.

Number	Deliverable	Date
Task 1 – Project Planning		
1.	Kick Off Meeting	
2.	Election Project Plan	
3.	Communication Plan	
Task 2 – Program/Project Organization		
1.	Organizational Chart	
2.	Election Project Plan	
3.	Communication Project Plan	
4.	Surge Staffing Plan	
Task 3 – Project/Program Commitments		
1.	Test and Validation Plan	
2.	Training Plan	
3.	Issue/Risk Management Plan	
4.	VOC Staging and Deployment Plan	
5.	Change Control Plan	
Task 4 – Change Request Process		
1.	Change Request Plan	
Task 5 – Application Development and Reporting		
1.	Issue Tracking Solution	
Task 6 – Maintenance and Support		
1.	Incident Management Plan	
2.	Support Schedule	

Exhibit B - Price Schedules

Summary of Deliverables and M&O Project Price

Deliverables and M&O Project Overall Price Total		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Maximum Amount
	Deliverables Price	\$ 500,000	\$ 525,000	\$ 550,000	\$ 600,000	\$ 2,175,000
	Hardware and Software Price	\$ 130,000	\$ 225,000	\$ 275,000	\$ 280,000	\$ 910,000
Deliverable Price Subtotal		\$ 630,000	\$ 750,000	\$ 825,000	\$ 880,000	\$ 3,085,000
	Maintenance & Support Price	\$ 1,299,750	\$ 1,300,000	\$ 1,400,000	\$ 1,500,000	\$ 5,499,750
M&O Price Subtotal		\$ 1,299,750	\$ 1,300,000	\$ 1,400,000	\$ 1,500,000	\$ 5,499,750
Maximum Price		\$ 1,929,750	\$ 2,050,000	\$ 2,225,000	\$ 2,380,000	\$ 8,584,750

Assumptions	
1	Program Support includes: Testing Support, VOC Ops Support and Election/Surge Support (Supervisory Roles)
2	Hardware/software - equipment replacement and software updates/requests
3	Software development costs will increase slightly year over year to cover and add new features

Project Deliverables

Number	Deliverable	Deliverable Due Date (Month/Year)	Target Invoice Date (Month/Year)	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24
Task 1 – Project Planning							
1.	Kick Off Meeting			\$ -	\$ -	\$ -	\$ -
2.	Election Project Plan			\$ -	\$ -	\$ -	\$ -
3.	Communication Plan			\$ -	\$ -	\$ -	\$ -
Task 2 – Program/Project Organization							
1.	Organizational Chart			\$ -	\$ -	\$ -	\$ -
2.	Election Project Plan			\$ -	\$ -	\$ -	\$ -
3.	Communication Project Plan			\$ -	\$ -	\$ -	\$ -
4.	Surge Staffing Plan			\$ -	\$ -	\$ -	\$ -
Task 3 – Project/Program Commitments							
1.	Test and Validation Plan			\$ -	\$ -	\$ -	\$ -
2.	Training Plan			\$ -	\$ -	\$ -	\$ -
3.	Issue/Risk Management Plan			\$ -	\$ -	\$ -	\$ -
4.	VOC Staging and Deployment Plan			\$ -	\$ -	\$ -	\$ -
5.	Change Control Plan			\$ -	\$ -	\$ -	\$ -
Task 4 – Change Request Process							
1.	Change Request Plan			\$ -	\$ -	\$ -	\$ -
Task 5 – Application Development and Reporting							
1.	Issue Tracking Solution			\$ -	\$ -	\$ -	\$ -
Task 6 – Maintenance and Support							
1	Incident Management Plan			\$ -	\$ -	\$ -	\$ -
2	Support Schedule			\$ -	\$ -	\$ -	\$ -
	Total Project Deliverables Price / Maximum Price			\$ 500,000	\$ 525,000	\$ 550,000	\$ 600,000

Project Hardware and Software Price

Hardware and Software Line Items	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Total Hardware & Software Price
Hardware					
Development Hardware	\$ 130,000	\$ 25,000	\$ 25,000	\$ 30,000	\$ 210,000
Central Hardware	\$ -	\$ -	\$ -	\$ -	\$ -
Training Central Hardware	\$ -	\$ -	\$ -	\$ -	\$ -
Hardware Subtotal	\$ 130,000	\$ 25,000	\$ 25,000	\$ 30,000	\$ 210,000
Hardware Support					
Development Hardware Support	\$ -	\$ -	\$ -	\$ -	\$ -
Central Hardware Support	\$ -	\$ -	\$ -	\$ -	\$ -
Hardware Support Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -
Hardware and Hardware Support Total	\$ 130,000	\$ 25,000	\$ 25,000	\$ 30,000	\$ 210,000
Software					
Development Software	\$ -	\$ 200,000	\$ 250,000	\$ 250,000	\$ 700,000
Central Software	\$ -	\$ -	\$ -	\$ -	\$ -
Training Central Software	\$ -	\$ -	\$ -	\$ -	\$ -
Software Subtotal	\$ -	\$ 200,000	\$ 250,000	\$ 250,000	\$ 700,000
Software Support					
Development Software Support	\$ -	\$ -	\$ -	\$ -	\$ -
Central Software Support	\$ -	\$ -	\$ -	\$ -	\$ -
Training Central Software Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
Software Support Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -
Software and Software Support Total	\$ -	\$ 200,000	\$ 250,000	\$ 250,000	\$ 700,000
Total Project Hardware and Software Price	\$ 130,000	\$ 225,000	\$ 275,000	\$ 280,000	\$ 910,000

Project Maintenance & Support Price

Maintenance & Support	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Total M&O Price
Maintenance and Support	\$ 1,299,750	\$ 1,300,000	\$ 1,400,000	\$ 1,500,000	\$ 5,499,750
Application Enhancements & Releases	\$ -	\$ -	\$ -	\$ -	\$ -
Total Project M&O Price	\$ 1,299,750	\$ 1,300,000	\$ 1,400,000	\$ 1,500,000	\$ 5,499,750

Project Change Order Hourly Rate Card

Staff Description	FY 2020/21 Hourly Rate	FY 2021/22 Hourly Rate	FY 2022/23 Hourly Rate	FY 2023/24 Hourly Rate
Position 1 - Program/Project Manager	\$ 250.00			
Position 2 - Testing Manager/VOC Manager	\$ 105.00			
Position 3 - VOC, Field, Call Center Supervisor	\$ 85.00			

INTENTIONALLY OMITTED

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

COUNTY'S ADMINISTRATION

CONTRACT: ELECTRONIC POLLBOOK MAINTENANCE AND SUPPORT SERVICES

CONTRACT NO: 20-002

COUNTY PROJECT DIRECTOR:

Name:

Address:

Telephone:

E-Mail Address:

COUNTY PROJECT MANAGER:

Name:

Address:

Telephone:

E-Mail Address:

COUNTY ELECTION COORDINATOR:

Name:

Address:

Telephone:

E-Mail Address:

COUNTY CONTRACTS AND GRANTS MANAGER:

Name:

Address:

Telephone:

E-Mail Address:

COUNTY CONTRACTS AND GRANTS ANALYST:

Name:

Address:

Telephone:

E-Mail Address:

COUNTY CONTRACTS AND GRANTS MONITOR:

Name:

Address:

Telephone:

E-Mail Address:

CONTRACTOR'S ADMINISTRATION

CONTRACTOR: KNOWiNK, LLC

CONTRACT NO: 20-002

CONTRACTOR'S PROJECT DIRECTOR:

Name:

Title:

Address:

Telephone:

E-Mail Address:

CONTRACTOR'S PROJECT MANAGER:

Name:

Title:

Address:

Telephone:

E-Mail Address:

CONTRACTOR'S APPLICATION TESTING MANAGER:

Name:

Title:

Address:

Telephone:

E-Mail Address:

CONTRACTOR'S VSAP OPERATIONS CENTER (VOC) OPERATIONS MANAGER:

Name:

Title:

Address:

Telephone:

E-Mail Address:

CONTRACTOR'S ADMINISTRATION

CONTRACTOR: KNOWiNK, LLC

CONTRACT NO: 20-002

CONTRACTOR'S CALL CENTER MANAGER:

Name:

Title:

Address:

Telephone:

E-Mail Address:

CONTRACTOR'S AUTHORIZED OFFICIAL:

Name:

Title:

Address:

Telephone:

E-Mail Address:

NOTICES TO CONTRACTOR SHALL BE SENT TO THE FOLLOWING ADDRESS:

Name:

Title:

Address:

Telephone:

E-Mail Address:

**CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT
ASSIGNMENT AGREEMENT**

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

CONTRACTOR NAME _____ Agreement No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into an agreement with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced agreement.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff 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 agreement. Contractor understands and agrees that Contractor's Staff 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.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced agreement between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-

**CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT
ASSIGNMENT AGREEMENT**

referenced agreement. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

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

COPYRIGHT ASSIGNMENT AGREEMENT

Contractor and Contractor's Staff agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by Contractor and Contractor's Staff in whole or in part pursuant to the above referenced agreement, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, Contractor and Contractor's Staff hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, Contractor and Contractor's Staff agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

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

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject them 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.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- 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)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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)

FORMS REQUIRED AT COMPLETION OF THE CONTRACTS INVOLVING INTELLECTUAL PROPERTY DEVELOPED-DESIGNED BY CONTRACTOR. THE INTELLECTUAL PROPERTY DEVELOPED/ DESIGNED BECOMES PROPERTY OF THE COUNTY AFTER CREATION OR AT THE END OF THE CONTRACT TERM.

I2 CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

I3 NOTARY STATEMENT FOR ASSIGNMENT AND TRANSFER OF COPYRIGHT

(REQUIRED ONLY IF COPYRIGHT IS TO BE REGISTERED WITH COPYRIGHT BUREAU)

CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, _____, a _____, ("Grantor") does hereby assign, grant, convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training aids, training documentation and aids, and other information and/or tools of all types (including, without limitation, those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or acquired, in whole or in part, under the Agreement described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, incorporating or relating to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment shall include, but is not limited to, all prior choices-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

Grantor and Grantee have entered into County of Los Angeles Agreement Number _____

for _____,

dated _____, as amended by Amendment Number _____, dated _____,

{NOTE to Preparer: reference all existing Amendments} as the same hereafter may be amended or otherwise modified from time to time (the "Agreement").

Grantor's Signature

Date

Grantor's Printed Name: _____

Grantor's Printed Position: _____

REQUIRED ONLY IF COPYRIGHT IS TO BE REGISTERED WITH
COPYRIGHT BUREAU

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, 20____, before me, the undersigned, a Notary Public in and for the State of California, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the _____ of _____, the corporation that executed the within Assignment and Transfer of Copyright, and further acknowledged to me that such corporation executed the within Assignment and Transfer of Copyright pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

NOTARY PUBLIC

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

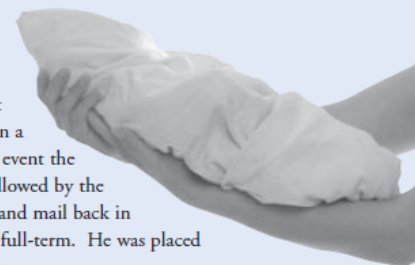
What is the Safely Surrendered Baby Law?

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.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

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.



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.

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 Ángeles

Sin pena. Sin culpa. Sin nombres.

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 Angeles.

¿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 brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes 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 Angeles 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?

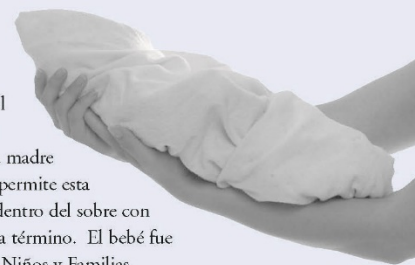
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿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 brazaletes 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.



SOLE SOURCE CHECKLIST

Department Name: _____

New Sole Source Contract

Existing Sole Source Contract Date Sole Source Contract Approved: _____

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
	➤ 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> ”
	➤ Compliance with applicable statutory and/or regulatory provisions.
	➤ Compliance with State and/or federal programmatic requirements.
	➤ Services provided by other public or County-related entities.
	➤ Services are needed to address an emergent or related time-sensitive need.
	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➤ 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.
	➤ 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.
	➤ 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.
	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➤ 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

Date



William S. Kehoe
CHIEF INFORMATION OFFICER

Office of the CIO CIO Analysis

BOARD AGENDA DATE:

8/4/2020

SUBJECT:

NEW SOLE SOURCE CONTRACT WITH KNOWiNK, LLC FOR MAINTENANCE AND SUPPORT SERVICES FOR THE ePOLLBOOK SOLUTION UNDER THE VOTING SOLUTIONS FOR ALL PEOPLE PROJECT

CONTRACT TYPE:

New Contract Sole Source Amendment to Contract #: Enter contract #.

SUMMARY:

Description: The Registrar-Recorder/County Clerk (RR/CC) requests approval to execute a sole source contract with KNOWiNK, LLC (KNOWiNK) to provide Electronic Pollbook (ePollbook) maintenance and support services for a two (2) year and six (6) month initial base term, with four (4) optional one-year extensions and six (6) optional month-to-month extensions for a maximum term of seven (7) years.

This Board Letter recommends the Board of Supervisors (Board) to delegate authority to the RR/CC or his designee to execute the above mentioned contract. The contract sum over the potential maximum term is \$13,860,000.

The Board Letter also recommends:

Delegated authority to negotiate and execute amendments to exercise option terms, make changes to the Statement of Work as operationally necessary, provided that County Counsel approval is obtained, and make any other necessary changes which do not materially alter any term or condition of the contract.

Delegated authority to terminate the contract as necessary provided that County Counsel approval is obtained.

Delegated authority to execute changes to the original contract sum of \$13,860,000, including an increase of no more than ten percent (10%) total over the potential maximum term provided that approval from the Chief Executive Office and County Counsel is obtained, and delegated authority to execute change orders for system enhancements with allocated pool dollars not to exceed \$1,386,000, provided that approval from the Chief Information Office and County Counsel are obtained.

NEW CONTRACT WITH KNOWiNK LLC FOR MAINTENANCE AND SUPPORT SERVICES FOR THE ePOLLBOOK SOLUTION UNDER THE VOTING SOLUTIONS FOR ALL PEOPLE PROJECT

This proposed contract will help to address the ePollbook support issues that occurred during the March election. Because the initial acquisition of the State-certified ePollbook solution was made through Purchase Orders, the appropriate contractual service levels and remedies were not in place.

Contract Amount: \$13,860,000

FINANCIAL ANALYSIS:

Contract costs:

Ongoing annual costs:	
Maintenance & support	\$ 1,980,000
Total Contract Costs:.....	\$ 13,860,000
Pool Dollars:.....	\$ 1,386,000
Maximum Contract Sum.....	\$ 15,246,000

Notes:

THE MAXIMUM CONTRACT SUM REPRESENTS THE TOTAL IF ALL AMENDMENTS ARE EXERCISED AND ALL POOL DOLLARS (10% OF THE CONTRACT COST) ARE USED. FUNDING FOR YEAR 1 (\$1,980,000) IS INCLUDED IN THE FISCAL YEAR 2020-21 VSAP BUDGET. FUNDING FOR FUTURE FISCAL YEARS WILL BE REQUESTED BY RR/CC THROUGH THE ANNUAL BUDGET PROCESS.

RISKS:

1. The ePollbook solution provides an essential service to voters during elections by replacing the previous printed rosters for check-in at Vote Centers. It also enables changes to be made to a voter’s status in real-time and allows any voter to vote at any Vote Center. Additionally, it provides the ability to validate that a voter has not voted multiple times. Because of the mission critical nature of the ePollbook solution (hardware, software, network), and its role in the voter check-in process at the Vote Centers during elections, several risks have been identified. First, because of the issues identified during the March 2020 Primary Election, are the risks regarding product performance. During the March Election, the KNOWiNK Poll Pad solution encountered numerous technical issues that led to long wait times at Vote Centers and created a negative voting experience for large numbers of voters. Some of the key technical issues encountered included:

- Search functionality
- Synchronization
- Peer-to-peer functionality
- Screen transition time
- Application performance and latency
- Volume and database indexing

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As a result of these and other issues, the Board passed a Motion on March 10, 2020, requesting that the RR/CC, in conjunction with the Secretary of State, investigate all of the challenges that voters experienced – including excessive wait times that may have been a result of technical issues from the check-in process. The Board also requested that the RR/CC report back with corrective measures for all of the issues prior to the November 2020 General Election. Additionally, the Board requested that the Chief Executive Office hire an independent consultant to, among other things, review all of the issues presented during the March 2020 election, validate the RR/CC Corrective Action Plan, provide additional recommendations to ensure that the same problems do not re-occur in the November election and monitor/assist the RR/CC in the November election.

On April 27, 2020, in response to the Board Motion, RR/CC filed a 134-page VSAP Board Report – including a Corrective Action Plan to investigate the challenges that voters experienced during the March Presidential Primary Election. One of the key issues addressed in that report was the excessive wait times at Vote Centers related to the ePollbooks used to check in voters. The report presented nine key findings related to excessive Vote Center wait times. The report also presented nine proposed solutions, including having KNOWiNK modify its software to improve system performance.

Subsequent to RR/CC's Board Report, Slalom Consulting delivered its independent third-party assessment, which validated RR/CC's Corrective Action Plan and provided additional recommendations to ensure that the same problems do not re-occur in the November 2020 election. Among Slalom's key findings was that the ePollbook technology used to check in voters at Vote Centers during the March 2020 election was not adequate for LA County's size and scope. Among Slalom's additional recommendations were changes in the product's design, functionality and a more robust monitoring and testing methodology prior to the November election.

In order to support its own Corrective Action Plan, Slalom's independent third party recommendations, and mitigate product performance risks in the November election, RR/CC is negotiating a very detailed contract and Statement of Work with KNOWiNK that includes the following protections:

- Specific service levels with associated severity levels and corresponding response times
- Liquidated damages of \$50,000 per day for any contract breaches related to service levels during the in-person voting periods (currently being negotiated)
- Election period support for quick problem resolution
- Termination of the contract for convenience or performance
- Full test plan - including load/stress/stability testing, and testing in collaboration with other County technology partners
- Risk management plan – including risk mitigation strategies
- Communication plan that ensures collaboration with other technology partners
- No-cost updates to the software to remain current with industry standards
- System component replacement as needed
- Specific maintenance windows

NEW CONTRACT WITH KNOWiNK LLC FOR MAINTENANCE AND SUPPORT SERVICES FOR THE ePOLLBOOK SOLUTION UNDER THE VOTING SOLUTIONS FOR ALL PEOPLE PROJECT

- Help desk support services
- Disaster recovery plan
- Training plan – including Vote Center personnel
- Project quality and control procedures
- Dedicated project team
- Surge staffing as needed.

Also, the RR/CC has updated its processes and procedures having to do with the deployment and utilization of the ePollbooks.

Additionally, the RR/CC is independently developing a Vote Center wait time application that will be available to voters on lavote.net during the November voting period.

In order to further address risks related to the November election, RR/CC has amended its contract with Gartner Consulting to expand their oversight responsibilities to monitor all parties, including KNOWiNK, on achievement of project modifications. Gartner will also provide quality assurance support, operational and readiness assessments, risk management assessments, vendor negotiation and service level support and validation of the VSAP solution technology architecture. Also, the RR/CC has engaged an additional consultant from the Secretary of State's Office to assist with the implementation of recommendations identified by the independent third-party assessment. The CEO and the Office of the CIO will also provide project guidance and support as needed.

2. Certification – Because of the design and functional changes being made to the KNOWiNK product, it will need to go through the recertification process with the Secretary of State. While there is no reason to believe there will be any problems with recertification of the KNOWiNK system, this must be monitored to ensure that the process fits well within the November election schedule.
3. Financial Stability of KNOWiNK – The ePollbook market is very limited and generally comprised of smaller, private companies. Although RR/CC performed its due diligence when selecting this strategic partner by speaking to other customers, because KNOWiNK is a private company, not much information was available about their financial situation. Although this is not necessary an issue, the unknown nature of KNOWiNK's financial stability must be called out as a risk.
4. Security and Confidentiality – The Office of the CIO Security Team has reviewed the security related items within the contract and identified no security risks.

NEW CONTRACT WITH KNOWINK LLC FOR MAINTENANCE AND SUPPORT SERVICES FOR THE ePOLLBOOK SOLUTION UNDER THE VOTING SOLUTIONS FOR ALL PEOPLE PROJECT

PREPARED BY:

Henry Balta (by SA)

HENRY BALTA, DEPUTY CHIEF INFORMATION OFFICER

7/23/20

DATE

APPROVED:

William S. Kehoe

WILLIAM S. KEHOE, COUNTY CHIEF INFORMATION OFFICER

07/23/2020

DATE