OFFICE OF THE ASSESSOR
COUNTY OF LOS ANGELES

320 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012-2770
213.974.3101 / FAX 213.617.1493
http://assessor.co.la.ca.us

RICK AUERBACH
ASSESSOR

December 6, 2005

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:

REQUEST FOR APPROVAL TO PURCHASE DISASTER RECOVERY SERVICES (ALL DISTRICTS 3 VOTES)

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

IT IS RECOMMENDED THAT YOUR BOARD:

1. Award and instruct the Chair to execute a sole source Agreement with SunGard Recovery Services LP for Disaster Recovery Services for a maximum contract sum of $239,208. This agreement will be for a term of three (3) years from Fiscal Year 2005-06 through Fiscal Year 2007-08, with two (2) one-year renewal options or six month-to-month extensions, not to exceed a total contract period of five years.

2. Authorize the Assessor, or his designee, to execute an amendment to the Agreement increasing the maximum contract sum in an amount not to exceed $100,000 in the event disaster recovery services are activated or a disaster is declared.

3. Delegate authority to the Assessor, or his designee, to renew this contract for each additional renewal option if, in the opinion of the Assessor or his designee, renewal is warranted; or to terminate it if, in the opinion of the Assessor or his designee, it is in the best interest of the County to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

We are recommending that your Board approve a three-year service agreement (the "Agreement") with SunGard Recovery Services LP ("SunGard") for computer equipment disaster recovery services. The recommended action will ensure that the Assessor's Office has working computer systems in place in the event of a disaster such as an earthquake or terrorist attack, which will allow the department to continue processing of tax assessment information and maintain interfaces with the Auditor-Controller and the Treasurer and Tax Collector. The services to be provided under the Agreement include the availability of a fully equipped recovery facility with computer hardware and software that meets the current production environment of the Office of the Assessor.

The disaster recovery services to be provided under the Agreement would cover the Assessor's IBM AS/400 i570 computer and Ownership Imaging systems that were not covered under the County's current contract with SunGard for disaster recovery services. The Agreement will thus provide a more comprehensive solution to a disaster recovery plan for the Office of the Assessor.

In the event of a disaster, key components of the Assessor's Business Continuity Plan critical to the business functions of its Hall of Administration systems would be greatly affected, including deed processing, unsecured personal property assessments, fifty front end data entry applications that support the Assessor's Secured and Cross Reference Tax Roll processing, e-mail access, and reports processing. The disaster recovery service to be provided to the Assessor by SunGard under the Agreement is a major part of the Assessor's Business Continuity Plan which will provide a safety net to continue to conduct business in the event of a disaster.

IMPLEMENTATION OF STRATEGIC GOALS

The recommended action supports the County's Strategic Plan Goal of Service Excellence by providing an efficient tax roll process. The acquisition of the disaster recovery services under the Agreement aligns the department with the CIO's effort to implement Business Continuity Plans. County's Strategic Plan Goal of Organizational Effectiveness is also supported by the Agreement by ensuring that services delivery systems are efficient, effective, and goal oriented.

The Assessor's Fiscal Year 2005-06 Business Automation Plan includes the purchase of disaster recovery services.

FISCAL IMPACT / FINANCING

The annual cost of the disaster recovery services to be provided under the first year of the term of the Agreement of $76,000 is included in the Assessor's Fiscal Year 2005-06 Adopted Budget. However, in the event the disaster recovery services are activated, the Assessor or designee will have the authority to execute an amendment to the Agreement increasing the maximum contract sum by an amount not to exceed $100,000.

This agreement will provide for cost-of-living adjustments if the renewal options are exercised in accordance with County policy established by the Chief Administrative Office.

FACTS AND PROVISIONS / LEGAL REQUIREMENTS

The Agreement has been approved as to form by County Counsel.

CONTRACTING PROCESS

As referred to above, the County currently has an agreement in place with SunGard for disaster recovery services in connection with the Assessor's previously acquired AS/400 620 computer and Ownership Imaging systems. In connection with its provision of services under such agreement, SunGard has already met the requirements of the Office of the Assessor with respect to systems' configuration and support. In addition, infrastructure for communications and data transfers between the Office of the Assessor and SunGard necessary for the timely provision of disaster recovery services have already been established and are currently in place as a result of such agreement. In light of the additional time and costs which would be incurred in the evaluation of a new vendor and the establishment of necessary infrastructure which would allow a vendor other than SunGard to provide the disaster recovery services to be provided under the Agreement, as well as the crucial nature of such disaster recovery services, no vendors other than SunGard have been considered, and the Office of the Assessor has determined to proceed with the awarding of the Agreement to SunGard on a sole source basis.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The approval of the Agreement will provide disaster recovery services to the Office of the Assessor which will (i) enable the Assessor to continue to conduct the business of updating the property data bases and the electronic processing of business property statements, (ii) provide more than 1,200 internal users with continued access to various

databases, and (iii) support a multitude of front end applications which are essential in the processing of the property tax roll in the event of a disaster.

CONCLUSION

Upon approval by the Board of Supervisors, instruct the Executive Officer to send two executed copies of the Agreement, as well as one copy of this Board letter, to the following:

Office of the Assessor
Fiscal Services Unit
500 W. Temple St., Room 304
Los Angeles, CA 90012
Attention: Gil Parisi, Director, Administrative/Roll Services

Respectfully submitted,

Rick Auerbach
Assessor

Reviewed by:

Jon W. Fullinwider
Chief Information Officer

Attachment

c: Chief Administrative Officer
Chief Information Officer

CIO ANALYSIS

REQUEST FOR APROVAL TO PURCHASE DISASTER RECOVERY SERVICES
ALL DISTRICTS 3 VOTES

CIO RECOMMENDATION: ☒ APPROVE ☐ APPROVE WITH MODIFICATION ☐ DISAPPROVE

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

New/Revised Contract Term: Base Term: 3 Yrs # of Option Yrs 2

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

Project Executive Sponsor: Rick Auerbach

Budget Information :

Y-T-D Contract Expenditures	$ 0
Requested Contract Amount	$ 239,208
Aggregate Contract Amount	$ 239,208

Project Background:

Yes	No	Question
☐	☒	Is this project legislatively mandated?
☐	☒	Is this project subvented? If yes, what percentage is offset?
☐	☒	Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved?

Strategic Alignment:

Yes	No	Question
☒	☐	Is this project in alignment with the County of Los Angeles Strategic Plan?
☒	☐	Is this project consistent with the currently approved Department Business Automation Plan?
☒	☐	Does the project's technology solution comply with County of Los Angeles IT Directions Document?
☒	☐	Does the project technology solution comply with preferred County of Los Angeles IT Standards?
☐	☒	This contract and/or project and its milestone deliverables must be entered into the Information Technology Tracking System (ITTS).

Project/Contract Description:

This sole source agreement secures remote disaster recovery services from SunGard Recovery Services LP (SunGard). SunGard will provide hardware, operating software, communications and professional services to support the recovery and operation of the Assessor's applications that operate on IBM's i570 mid-range computer and their Ownership Imaging Systems, in the event of a declared disaster that affects the Assessor's systems. The recovery services will be provided from SunGard's Philadelphia facility including emergency communications circuits to the County's Downey data center where they will interface with the County's Enterprise Network.

The requested action asks for delegated authority of the Assessor or his designee to amend the agreement, in the event of a declared disaster, to increase the contract maximum amount to cover activation fees stipulated in the agreement. This authority is limited to an amount not to exceed $100,000.

Background:

The Assessor has used SunGard to provide these types of disaster recovery services in the past for their older mid-range computer (AS400). The basis of their sole source is the ability to utilize the previously established communication circuits to support the recovery of their new IBM i570 series computer. The acquisition of these services represents the foundation of the disaster recovery component of the Assessor's broader Business Continuity Plan (BCP). The agreement will support the recovery of the Assessor's critical systems operated from the Kenneth Hahn Hall of Administration. The functions dependent on the systems recovered under this agreement are deed processing, unsecured personal property assessments, Secured and Cross Reference Tax Roll Processing, report processing and their e-mail communications.

The agreement includes annual testing of the recovery services which is a critical component of any disaster recovery and BCP.

A Sole Source Notification was not required for this agreement because it fall below the $250,000 threshold established in the Board Policy.

Project Justification/Benefits:

The agreement provides critical services and resources required by the County to restore access to critical computing resources on which the Assessor is dependent to sustain his operations. The approval of this agreement will ensure that the Assessor has access to the required hardware, communications, operating software, and professional services to load backup data to a remote system, that will not be affect by a local disaster, that is accessible by their estimated 1200 Assessor staff.

The benefit of the agreement is to limit lost productivity among Assessor staff if impacted by a local disaster, avoiding escalated fees that might be charged, if the services were to be acquired at the time of the disaster when the demand may exceed available resources.

Project Metrics

The metrics for this agreement will be the successful activation and access to the computing resources during the annual test of the environment and services.

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

If the requested actions are not approved by your Board, the Assessor will not have remote disaster recovery resources to support the critical functions which are dependent on the systems recovered under this agreement. The business functions dependent the recovered systems include deed processing, unsecured personal property assessments, Secured and Cross Reference Tax Roll Processing, report processing and their e-mail communications.

Alternatives Considered:

This sole source agreement was viewed as the best approach to address the disaster recovery requirement of the Assessor. It allows them to take advantage of the existing communications circuits required to provide their staff access to the recovered systems.

Project Risks:

The risks related this agreement is minimal. The agreement requires SunGard to participate in a test of the recover services annually.

Risk Mitigation Measures:

The County must develop documented plans to conduct the annual test of the recover services and departmental recovery procedures. These plans must be used and updated based on the results of the annual tests.

Financial Analysis:

The agreement has a contract maximum of $239,208 for the three-year term. The requested actions ask your Board to delegate authority to the Assessor to amend the agreement in the event a disaster is declared and to increase the contract maximum by an amount not to exceed $100,000. The requested actions also ask for the delegation of authority for the Assessor to renew the agreement for each of the optional one-year terms which may include a Cost of Living Advance (COLA), calculated based on the County's approved formula, when COLA's are required.

CIO Concerns:

None

CIO Recommendations:

My office supports the requested actions and recommends approval by your Board.

CIO APPROVAL

Date Received: 11/14/2005

Prepared by: Jonathan Williams

Date: 11/16/2005

Approved:

Date: 11/16/2005

P:\Drafts\Assessor\CIO BRD ANALYSIS -SunGard Disaster Recovery.doc

AGREEMENT FOR DISASTER RECOVERY SERVICES

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

SUNGARD RECOVERY SERVICES LP

AGREEMENT FOR
DISASTER RECOVERY SERVICES
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
SUNGARD RECOVERY SERVICES LP

This Agreement for Disaster Recovery Services is made and entered into this _____ day of _____, 2005 by and between the County of Los Angeles ("County") and SunGard Recovery Services LP, a Pennsylvania limited partnership ("Contractor"), located at 680 East Swedesford Road, Wayne, Pennsylvania.

RECITALS

WHEREAS, County may contract with private businesses for computer equipment disaster recovery services when certain requirements are met;

WHEREAS, Contractor is a private firm specializing in providing computer equipment disaster recovery services (the "Services");

WHEREAS, California Government Code Section 31000 authorizes the County Board of Supervisors to contract for special services with persons specially trained and experienced to perform the services;

WHEREAS, Contractor is willing to accept responsibility for performing the Services for compensation and in accordance with the terms and conditions set forth herein; and

WHEREAS, County and Contractor desire to enter into an agreement for the Services.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, County and Contractor agree as follows:

1.0 AGREEMENT AND INTERPRETATION

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

1.2 Interpretation. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits according to the following priority:

1.2.1 EXHIBIT A - Statement of Work
1.2.2 EXHIBIT B - Pricing Schedule
1.2.3 EXHIBIT C- Additional Terms and Conditions
- Exhibit C-1 - Recovery Services Agreement
- Exhibit C-2 - Schedule A
- Exhibit C-3 - Addendum for SunGard Global Network Services
- Exhibit C-4 - Amendment to Addendum
- Exhibit C-5 - Attachment 1 to the Addendum

1.2.4 EXHIBIT D - Contractor's EEO Certification
1.2.5 EXHIBIT E - County's Administration
1.2.6 EXHIBIT F - Contractor's Administration
1.2.7 EXHIBIT G - Jury Service Ordinance
1.2.8 EXHIBIT H - Safely Surrendered Baby Law

1.3 Construction. The words "herein", "hereof", and "hereunder" and words of similar import used in this Agreement refer to this Agreement, including all annexes, attachments, Exhibits and Schedules as the context may require. Whenever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and the plural. Whenever

examples are used in this Agreement with the words "including', "for example", "e.g.", "such as", "etc.", or any derivation of such words, such examples are intended to be illustrative and not limiting.

2.0 DEFINITIONS

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

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

2.2 "Assessor" means the Assessor of the County.

2.3 "Board" means the County's Board of Supervisors.

2.4 "Contractor" has the meaning set forth in the Recitals.

2.5 "Contractor Project Manager" has the meaning set forth in Paragraph 7.1 (Contractor Project Manager).

2.6 "County Project Director" has the meaning set forth in Paragraph 6.1 (County Project Director).

2.7 "County Project Manager" has the meaning set forth in Paragraph 6.2 (County Project Manager).

2.8 "Day(s)" means calendar day(s) unless otherwise specified.

2.9 "Effective Date" means the date this Agreement is approved by the Board and executed by all parties.

2.10 "Fiscal Year" means the twelve (12) month period beginning July 1st and ending the following June 30th.

2.11 "Maximum Contract Sum" shall have the meaning set forth in Paragraph 5 (Prices and Fees)

2.12 "Term" shall have the meaning set forth in Paragraph 4 (Term).

3.0 WORK

3.1. Pursuant to the provisions of this Agreement, Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in Exhibit A (Statement of Work).

3.2 County's scheduled recovery testing time and declared disaster occupancy time of Contractor's facilities shall not be subject to any preemptive rights Contractor may have granted or implied to any other

clients or customers. County will schedule recovery testing in advance to a mutually agreeable time and facility.

3.3 County reserves the right to increase or decrease the amount of scheduled recovery test time, and/or the facility requirements contained Attachment 1 of Exhibit A (Statement of Work) in response to changing County needs, subject to availability. Such changes shall be made as provided by Paragraph 8.4 (Change Notices and Amendments). County guarantees no actual annual business volume.

3.4 Contractor shall provide all business licenses, equipment, materials, labor, and buildings to perform the work set forth in Exhibit A (Statement of Work) at Contractor facilities. Contractor shall provide buildings, materials, and equipment that are safe for the environment and safe for use by Contractor and County employees.

3.5 If 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 Contractor, and Contractor shall have no claim whatsoever against County.

4.0 TERM

4.1 The term of this Agreement shall be three (3) years commencing on the Effective Date, unless sooner terminated or extended, in whole or in part, as provided in this Agreement (the "Term").

4.2 County shall have the option to extend the Term for up to two (2) additional one-year periods, for a maximum total Term of five (5) years. Each such option year shall be exercised at the sole discretion of the Assessor or his designee.

4.3 County shall have the option to authorize on a month-to-month basis extensions of time that do not increase the scope of work or Maximum Contract Sum of this Agreement. Such extensions shall be at contract rates, terms, and conditions existing upon the extension effective date and shall be exercised by the Assessor or his designee. Such month-to-month extensions shall not, in aggregate, exceed six (6) months.

as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the County Project Director at the address provided in Exhibit E (County's Administration).

5.0 PRICES AND FEES

5.1 General. In each year of this Agreement, the total of all amounts actually expended by County hereunder may not exceed amounts allocated by the County Board of Supervisors in approved budgets to County departments using Services provided under this Agreement. County has sole discretion to expend some, all, or none of such budgeted amounts. Attached to this Agreement as Exhibit B (Pricing Schedule) is a schedule of all fees applicable to this Agreement, along with a payment schedule for completion of work under this Agreement on the Effective Date and continuing through the Term.

5.2 Maximum Contract Sum. The "Maximum Contract Sum" under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all the tasks, subtasks, deliverables, goods, services and other work specified under this Agreement. All work completed by Contractor must be approved in writing by County. If County does not approve work in writing, no payment shall be due to Contractor for that work. Notwithstanding such limitation of funds, Contractor shall satisfactorily perform and complete all work required of Contractor under this Agreement.

The Maximum Contract Sum for this Agreement, including all applicable taxes, authorized by County hereunder, shall not exceed Two Hundred Thirty Nine Thousand Two Hundred Eight Dollars ($239,208).

5.3 Cost of Living Adjustments. Contractor's rates shall remain firm and fixed for the term of the Agreement except as provided in Paragraph 5.4 below. However, at the commencement of each optional year, the contract rates may be adjusted based on the increase or

5.4 below. However, at the commencement of each optional year, the contract rates may be adjusted based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the Agreement anniversary date, which shall be the effective date for any cost of living adjustment. Notwithstanding the foregoing, any increase shall not exceed the general salary movement granted to County employees as determined by County's Chief Administrative Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent County's Board of Supervisors from approving any increase in County employee salaries, no cost of living adjustments will be granted.

5.4 Changes in Rates. Contractor's rates set forth in Exhibit B (Pricing Schedule) may be changed as provided in Paragraph 8.4 (Change Notices and Amendments) by mutual agreement to reflect County changes to Attachment 1 to Exhibit A (Statement of Work), provided that such rate changes shall not result in a change in the Maximum Contract Sum.

5.5 Limitations on Payments. 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 Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with County's express prior written approval.

5.6 Notification to County Project Director. Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Maximum Contract Sum under this Agreement. Upon occurrence of this event, Contractor shall send written notification to the County Project Director at the address set forth in Exhibit E (County's Administration).

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

5.8 Invoices and Payments.

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

5.8.2 Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Schedule).

5.8.3 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.

5.8.4 Contractor shall submit monthly invoices to County by the 15th calendar day of the month except that invoices for other than

monthly fees shall be submitted to County promptly upon occurrence.

5.8.5 All invoices under this Agreement shall be submitted in two (2) copies to the following address:

Office of the Assessor
Attention: Management Services
Kenneth Hahn Hall of Administration
500 West Temple Street, Room 304
Los Angeles, CA 90012

5.8.6 All invoices submitted by Contractor for payment must have the written approval of the County Project Manager prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by County.

6.0 ADMINISTRATION OF AGREEMENT - COUNTY

A listing of all County Administration referenced in the following Paragraphs are designated in Exhibit E (County's Administration). County shall notify Contractor in writing of any change in the names or addresses shown.

6.1 County Project Director

Responsibilities of the County Project Director include:

- ensuring that the objectives of this Agreement are met;
- making changes in the terms and conditions of this Agreement in accordance with Paragraph 8.4 (Change Notices and Amendments); and
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 County Project Manager

Responsibilities of the County Project Manager include:

- meeting with Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or

other work provided by or on behalf of Contractor.

County 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.

7.0 ADMINISTRATION OF AGREEMENT - CONTRACTOR

7.1 Contractor Project Manager

7.1.1 Contractor shall provide a full-time Contractor Project Manager and a designated alternate. County must have access to the Contractor Project Manager (or alternate) during all hours, 365 days per year. Contractor shall provide a telephone number where the Contractor Project Manager (or alternate) may be reached on a twenty-four (24) hour per day basis. The Contractor 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 Project Manager.

7.1.2 The Contractor Project Manager shall act as a central point of contact for County. The Contractor Project Manager shall demonstrate previous experience in the management of work requirements for facilities similar in size and complexity.

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

7.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove the Contractor Project Manager assigned to perform work hereunder.

7.3 Contractor's Staff Qualifications

7.3.1 The Contractor shall utilize only staff trained, experienced, and, as appropriate, bonded, licensed, or certified in the technology, trades, and tasks required by this Agreement.

7.3.2 Each Contractor employee performing services for County must be

over the age of eighteen (18) years.

7.3.3 Each Contractor employee performing services for County must fluently read, speak, and comprehend the English language.

7.4 Contractor Staff Training

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

7.4.2 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.

7.5 Background and Security Investigations

Contractor shall perform background and security investigations according to Contractor's established policies for all Contractor staff performing work on this Agreement.

7.6 Confidentiality

The Contractor shall maintain the confidentiality of all records obtained from County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality. All information disclosed by one party to the other in connection with this Agreement shall be treated as confidential according to the terms and conditions of Exhibit C (Additional Terms and Conditions).

8.0. STANDARD TERMS AND CONDITIONS

8.1 Assignment and Delegation

8.1.1 Contractor shall not assign its rights or delegate its duties under this Agreement, or both, either in whole or in part, without the prior written consent of County. Any unapproved assignment or delegation shall be null and void. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

8.1.2 If any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of

same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, may result in the termination of this Agreement.

8.2 Authorization Warranty

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

8.3 Budget Reductions

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

8.4 Change Notices and Amendments

8.4.1 County reserves the right to initiate Change Notices that do not affect the scope of work, Term, Maximum Contract Sum or payments under this Agreement. All such changes shall be accomplished with an executed Change Notice, signed by Contractor and by the County Project Director.

8.4.2 For any change which materially affects the scope of work, Term, Maximum Contract Sum, payments, or any term or condition of this Agreement, an Amendment shall be prepared and. executed by the Assessor or his designee.

8.4.3 County's Board of Supervisors or Chief Administrative Officer may require the addition and/or change of certain terms and conditions in

the Agreement during the Term. County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such orders, an Amendment to the Agreement shall be prepared and executed by the Contractor and by the Assessor or his designee.

8.4.4 The Assessor may, at his sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term). Contractor agrees that such extensions of time shall not change any other term or condition of this Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Agreement shall be prepared and executed by Contractor and by the Assessor or his designee.

8.5 Compliance with Applicable Law

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

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

8.6 Compliance with Civil Rights Laws

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. Contractor shall comply with Exhibit D (Contractor's EEO Certification).

8.7 Compliance with County's Jury Service Program

8.7.1 Jury Service Program

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

8.7.2 Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Paragraph 8.7, "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if (i) the lesser number is a recognized industry standard as determined by County, or (ii) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not

considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Agreement, the subcontractor shall also be subject to the provisions of this Paragraph 8.7. The provisions of this Paragraph 8.7 shall be inserted into any such agreement and a copy of the Jury Service Program shall be attached to the subcontract.

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

8.8 Conflict of Interest

8.8.1 No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have

any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the performance of work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.8.2 Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, 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 8.8 shall be deemed a material breach of this Agreement.

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

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

8.10 Consideration of Hiring Gain/Grow Program Participants

Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, "consideration" shall mean that Contractor will interview qualified

candidates. County will refer GAIN/GROW participants by job category to Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.11 Contractor's Responsibility and Debarment

8.11.1 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 contract. It is County's policy to conduct business only with responsible contractors.

8.11.2 Chapter 2.202 of the County Code

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

8.11.3 Non-responsible Contractor

County may debar Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated any term of a contract with County or a nonprofit corporation created by County; (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same; (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 County or any other public entity.

8.11.4 Contractor Hearing Board

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

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

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.

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

The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than (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 on evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

8.11.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of Contractor.

8.12 Contractor's Acknowledgement of County's Commitment to Child Support Enforcement

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

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

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

8.14 Contractor's Warranty of Adherance to County's Child Support Compliance Program

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

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

8.15 County's Quality Assurance Plan

County or its agent will evaluate Contractor's performance under this

Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Agreement terms and conditions and performance standards. Contractor deficiencies which County determines' are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to County's Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, 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 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 Contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

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. 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. Contractor shall retain all such documentation. for all covered employees for the period prescribed by law. 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 Contractor or 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

County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Paragraph 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments 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

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless 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 Contractor's employees for which County may be found jointly or solely liable.

8.20 Governing Law, Jurisdiction and Venue

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

8.21 Independent Contractor Status

8.21.1 This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of

agent, servant, employee,. partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

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

8.21.3 Contractor understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. 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 Contractor pursuant to this Agreement.

8.22 Indemnification

Contractor shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all. liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement, subject to the limits set forth in Section D4 of Exhibit C (Contractor's Recovery Services Agreement).

8.23 General Insurance Requirements

Without limiting Contractor's indemnification of County and during the Term, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing . with any other insurance or self-insurance programs maintained by County.

Such coverage shall be provided and maintained at Contractor's own expense.

8.23.1 Evidence of Insurance

Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to:

Office of the Assessor
Attention: Management Services
Kenneth Hahn Hall of Administration
500 West Temple Street, Room 304
Los Angeles, CA 90012

prior to commencing services under this Agreement. Such certificates or other evidence shall: (1) specifically identify this Agreement; (2) clearly evidence all coverages required under this Agreement; (3) contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance; and (4) identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.23.2 Insurer Financial Ratings

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

8.23.3 Failure to Maintain Coverage

Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall

constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and, without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

8.23.4 Notification of Incidents, Claims or Suits

Contractor shall report to County:

- Any accident or incident relating to services performed under this Agreement which involves injury or .property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Contract Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

8.23.5 Compensation for County Costs

In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

8.23.6 Insurance Coverage Requirements for Subcontractors

Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either: (1) Contractor providing evidence of insurance covering the activities of subcontractors; or (2) Contractor

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

8.24 Insurance Coverage Requirements

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

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

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

8.24.3 Workers' Compensation and Employers' liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible.

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

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

8.25 Nondiscrimination and Affirmative Action

8.25.1 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.

8.25.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).

8.25.3 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, 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.

8.25.4 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, or physical or mental disability, marital status, or political affiliation.

8.25.5 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.

8.25.6 Contractor shall provide to County documentation required to verify compliance with the provisions of this Paragraph 8.26 to the extent permitted by law.

8.25.7 If County finds that any provisions of this Paragraph 8.26 have been violated, such violation shall constitute a material breach of this Agreement upon which County may terminate or suspend this

Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination law or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

8.25.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Agreement in the performance of this Agreement, and Contractor fails to take appropriate remedial action, 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.

8.26 Non-exclusivity

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

8.27 Notice of Delays

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) day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.28 Notice of Disputes

Contractor shall bring to the attention of the County Project Manager and/or County Project Director any dispute between County and Contractor regarding the performance of services as stated in this Agreement. If the County Project Manager or County Project Director is not able to resolve the dispute, the Assessor or his designeee shall resolve it.

8.29 Notice to Employees Regarding the Federal Earned Income Credit

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.30 Notice to Employees Regarding the Safely Surrendered Baby Law

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

8.31 Notices

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 Exhibit E (County's Administration) and Exhibit F (Contractor's Administration). Disaster declaration notice may be given orally, provided that a signed written confirmation is received within twenty-four (24) hours thereafter. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Assessor shall have the authority to issue all notices or demands required or permitted by County under this Agreement.

8.32 Patent, Copyright and Trade Secret Indemnification

Contractor warrants that Contractor's provision of services provided hereunder will not infringe any U.S. patent, copyright or any other proprietary right (except infringement necessarily resulting from adherence to or use of specifications, software products, or drawings provided by County). Contractor undertakes and agrees to defend at Contractor's own

expense, all suits, actions, or proceedings in which County is made a defendant for actual infringement of any such U.S. patent, copyright or other proprietary right resulting from the use of the services provided hereunder, provided that County notifies Contractor promptly (or in the case of a lawsuit ten (10) days) after County becomes aware of any infringement claim. In addition to the foregoing indemnification, Contractor's liability with respect to this infringement warranty is limited to making the services provided to County hereunder non-infringing, arranging for County's continued use of the services or, if neither of the forgoing alternatives is available to Contractor, then upon written notice to County, Contractor may terminate this Agreement.

8.33 Prohibition Against Inducement or Persuasion

Notwithstanding the above, Contractor and County agree that, during the Term 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.

8.34 Public Records Act

8.34.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records directly related to this Agreement pursuant to Paragraph 8.37 (Record Retention and Inspection/Audit Settlement) of this Agreement, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". 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.

8.34.2 In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents,

information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorneys' fees, in action or liability arising under the Public Records Act.

8.35 Publicity

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

- Contractor shall develop all publicity material in a professional manner; and
- During the term of this Agreement, 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 County without the prior written consent of the County Project Director. The County shall not unreasonably withhold such written consent.

8.35.2 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with County, provided that the requirements of this Paragraph 8.35 shall apply.

8.36 Record Retention and Inspection / Audit Settlement

8.36.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any

pertinent transaction, activity or records directly relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to the County during the Term and for a period of five (5) years thereafter unless County's written permission is given to. dispose of any such material prior to such time. All such material shall be maintained at the Contractor's headquarters in Wayne, Pennsylvania. At County's option and upon written request by County to Contractor, Contractor shall provide copies of documents directly related to this Agreement.

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

8.36.3 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 8.36 shall constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement.

8.36.4 If, at any time during the Term or within five (5) years after the expiration or termination of this Agreement, representatives of County may conduct an audit of Contractor regarding the work performed under this Agreement, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either (1) repaid by Contractor to the County by cash payment upon demand or (2) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Agreement or otherwise. If such audit finds that County's dollar liability for such work is more

than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, 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.

8.37 Recycled Bond Paper

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

8.38 Subcontracting

8.38.1 The requirements of this Agreement may not be subcontracted by Contractor without the advance written consent of County. Any attempt by Contractor to subcontract without the prior written consent of County may be deemed a material breach of this Agreement.

8.38.2 If Contractor desires to subcontract, Contractor shall provide the following information promptly at the County's request: (1) a description of the work to be performed by the subcontractor; (2) a draft copy of the proposed subcontract; and (3) other pertinent information and/or certifications requested by County.

8.38.3 Contractor shall indemnify 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 Contractor employees.

8.38.4 Contractor shall remain fully responsible for all performances required of it under this Agreement, including those that Contractor has determined to subcontract, notwithstanding the County's approval of Contractor's proposed subcontract.

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

8.38.6 The County Project Director is authorized to act for and on behalf of

County with respect to approval of any subcontract and subcontractor employees.

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

8.38.8 Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by County from each approved subcontractor. Contractor shall ensure delivery of all such documents to:

Office of the Assessor
Attention: Management Services
Kenneth Hahn Hall of Administration
500 West Temple Street, Room 304
Los Angeles, CA .90012

before any subcontractor employee may perform any work hereunder.

8.39 Termination for Breach of Warranty to Maintain Child Support Compliance

Failure of 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 a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement,. failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board of Supervisors may terminate this Agreement pursuant to Paragraph 8.40 (Termination for Default).

8.40 Termination for Default

8:40.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances:

- Contractor has materially breached or failed to comply with provisions of this Agreement; or
- Contractor fails to timely provide and/or satisfactorily perform professional quality tasks, deliverables, services or other work specified in this Agreement; or
- Contractor fails to demonstrate a strong probability of successful completion of required tasks, deliverables, services in accordance with agreed schedules and specifications;

if, in any of the circumstances described above, Contractor fails to cure or initiate convincing remedial action with respect to any such failure or breach within five (5) working days after County has declared a disaster or thirty (30) days at other times of delivery of such written notice by County.

8.40.2 Except with respect to defaults of any subcontractor, Contractor shall not be liable for any such excess costs if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of 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 Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph 8.40, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.40.3 The rights and remedies of the County provided in this Paragraph 8.40 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.41 Termination for Improper Consideration

8.41.1 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.

8.41.2 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 (213) 974-0914 or (800) 544-6861.

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

8.42 Termination for Insolvency

8.42.1 The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

- 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;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.42.2 The rights and remedies of the County provided in this Paragraph 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.43 Termination for Non-adherence to County Lobbyist Ordinance

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 Contractor or any County Lobbyist or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may in its sole discretion immediately terminate or suspend this Agreement.

8.44 Termination for Non-appropriation of Funds

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

8.45 Validity

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

8.46 Waiver

No waiver by County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.46 (Waiver) shall not be exclusive and are in addition to any other rights or remedies provided under law or under this Agreement.

8.47 Warranty Against Contingent Fees

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

8.47.2 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.

AGREEMENT FOR DISASTER RECOVERY SERVICES
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
SUNGARD RECOVERY SERVICES L.P.

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

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:
VIOLET VARONA-LUKENS
Executive Officer and Clerk
Board of Supervisors of the
County of Los Angeles

By _____

SUNGARD RECOVERY SERVICES L.P.

By: _____
Printed Drake Williams
Title: Director of Sales

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

By _____
Jose Silva
Principal Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK

I. VENDOR TASKS

Sungard shall provide recovery facilities with fully functioning computer systems as subscribed in Attachment 1 to this Statement of Work. Sungard will install and test the functionally of item's listed in Attachment 1. as well as provide aide to County pertaining to data and telecommunications to Downey's Data Center.

Sungard shall provide services and technical assistance during testing or disaster declaration to ensure items listed in Attachment 1 (Mobile Configuration 1; Mobile Configuration 2, and Network Services) are functioning properly.

Sungard shall provide 32 hours annual testing to County. Testing is done to ensure procedures are kept current in the event of a disaster.

Sungard shall ensure the network connectivity from Philadelphia PA to Downey CA (**A1**. Dedicated Connectivity: Dedicated DS-1 DS-1 From: 9150 E. Imperial Hwy, Downey, Ca 90242 Destination: Anaheim SGN Node; **A2.** Net Re-Direct Connectivity: DS-1 Node to Center Origination: Anaheim SGN Node Destination: Philadelphia, PA) is up and functioning properly.

Sungard shall unpack, install, configure, connect, power-up, and test, in accordance with Contract Specifications of all components listed in Attachment 1. Upon completion of installation, Sungard shall aid County in the environment recovery.

Sungard shall provide all engineering services related to configuration and implementation of remote data center. Ensure components to properly function with Downey's existing Production environment: Ethernet connectivity etc. Activities under this subtask shall include, but not be limited to, the following services:

A. Mobile recovery services.
B. Computer Space.
C. Supplemental office space.

II. PERIOD PERFORMANCE

The work to be performed hereunder shall commence upon execution of the contract and shall continue for a period not to exceed three calendar years.

ATTACHMENT 1
TO
STATEMENT OF WORK

Mobile Configuration 1:	Quantity	Description	
(i570 Compatible 8xx iSeries box)	1	AS/400 8XX ISERIES SYSTEM-REQUIRES OS/400 V5R3 OR HIGHER	
		1 configured as follows: 2000 BATCH/PROCESSOR CPW 2000 INTERACTIVE CPW 32768 MB OF 8XX MEMORY 493 GB OF INTERNAL DISK 5 ETHERNET ADAPTER (1GB PCI ONLY) 1 ENTHERNET CARDS ((10/100 ONLY) 1 INTEGRATED ANALOG MODEM-FAX CAPABLE-8-PORT 5 TWO LINE VAN-CONTROLLER (v.24, v.35) 2 WORKSTATION CONTROLLER 1 AS/400 CONSOLELINK REMOTE-PC	
	1	200/400GB LTO ULTRIUM (L TO-2) TAPE DRIVE-REQUIRES OS/400 V5R1 OR HIGHER	
	1	3477 COLOR TERMINALS	
	1	NCC ACCESS	
	24	10/100BASE-TX SWITCHED ETHERNET PORT	(Ethernet Switch)
	1	ADTRAN TSU ESP T-1 CSU/DSU (INSTALLED AT SUNGARD SITE)	(Facilitation connectivity at Sungard Site to Downey OACLA LAC Network (EN & LANET)
	1	ADTRAN TSU ESP T-1 CSU/DSU (INSTALLED AT CUSTOMER SITE)	(Facilitating connectivity at Sungard Site to Downey OACLA LAC Network Hub Site to SunGard Site)
	1	CISCO 7513 ROUTER, (2) RSP-4, 256MB DRAM, 32MB FLASH, IOS 1 Configured as follows: 2 10/100 ETHERNET PORT 1 TOKEN RING PORT 2 V.35 SERIAL PORT	(Facilitating connectivity to LAC Network)

Mobile Configuration 2:	Quantity	Description	
(Document Imaging System & server Farm)	1	INTEL-BASED SERVER W/CD-ROM DRIVE, 1.44 MB DISKETTE DRIVE, KEYBOARD, MONITOR, MOUSE	(3000i Server #1)

1 configured as follows:

- 2 3.0 GHZ PROCESSOR(S)
- 4096 MB RAM
- 20 GB DISK
- 1 10/100 DUAL-PORT ETHERNET NETWORK INTERFACE CARD
- 1 GIGABIT ETHERNET NETWORK INTERFACE CARD
- 1 RAID CONTROLLER

1	INTEL-BASED ERVER W/CD-ROM DRIVE, 1.44MB DISKETTE DRIVE, KEYBOARD, MONITOR, MOUSE	(3000i Server #2)

1 configured as follows:

- 2 3.0 GHZ PROCESSOR(S)
- 4096 MB RAM
- 20 GB DISK
- 1 10/100 DUAL-PORT ETHERNET NETWORK INTERFACE CARD
- 1 GIGABIT ETHERNET NETWORK INTERFACE CARD
- 1 RAID CONTROLLER

1	INTEL-BASED SERVER W/CD-ROM DRIVE, 1.44MB DISKETTE DRIVE, KEYBOARD, MONITOR, MOUSE	(2800ie Server #3)

1 configured as follows:

- 1 2.8 GHZ PROCESSOR(S)
- 2048 MB RAM
- 20 GB DISK
- 1 10/100 DUAL-PORT ETHERNET NETWORK INTERFACE CARD
- 1 GIGABIT ETHERNET NETWORK INTERFACE CARD
- 1 RAID CONTROLLER

1	INTEL-BASED SERVER W/CD-ROM DRIVE, 1.44 MB DISKETTE DRIVE, KEYBOARD, MONITOR, MOUSE	(2800ie Server #4)

1 configured as follows:

- 1 2.8 GHZ PROCESSOR(S)
- 2048 MB RAM
- 20 GB DISK
- 1 10/100 DUAL-PORT ETHERNET NETWORK INTERFACE CARD
- 1 GIGABIT ETHERNET NETWORK INTERFACE CARD
- 1 RAID CONTROLLER

Quantity	Description	
1	INTEL-BASED SERVER W/DVD-ROM DRIVE, 1.44MB DISKETTE DRIVE, KEYBOARD, MONITOR, MOUSE	(Exchange Service)
	1 configured as follows:	
	4 3.0 GHZ PROCESSOR(S)	
	4096 MB RAM	
	500 GB DISK	
	1 10/100 ETHERNET NETWORK INTERFACE CARD	
	1 DUAL-PORT GIGABIT ETHERNET NETWORK INTERFACE CARD	
	1 RAID CONTROLLER	
	1 ULTRA 160 SCSI ADAPTER	
1	INTEL-BASED SERVER W/DVD-ROM DRIVE 1.44MB DISKETTE DRIVE, KEYBOARD, MONITOR, MOUSE	(LaserVault Server)
	1 configured as follows:	
	2 3.0 GHZ PROCESSOR(S)	
	4096 MB RAM	
	500 GB DISK	
	1 10/100 ETHERNET NETWORK INTERFACE CARD	
	1 DUAL-PORT GIGABIT ETHERNET NETWORK INTERFACE CARD	
	1 RAID CONTROLLER	
1	NETWORK APPLIANCE: f825 NETWORK ATTACHED STORAGE	(Storage System)
	1 configured as follows:	
	2600 GB DISK	
	1 10/100 QUAD ETHERNET PORTS	
	1 FIBER CHANNEL PORT FOR TAPE DRIVE ATTACHMENT	
	1 GIGABIT ETHERNET PORT	
1	SPECTRA LOGIC TAPE LIBRARY W/(2) 100/260GB AIT-3 DRIVES, (30) SLOTS	(Tape Backup System for Imaging System)
1	STORAGETEK L 180 TAPE LIBRARY	(Tape Backup System for Server Farm)
	1 configured as follows:	
	2 HP 200/400GB ULTRIUM LTO-2 TAPE DRIVES	
	40 SLOTS	
1	HP LASERJET 5SI PRINTER	
1	HP LASERJET 8150 DN, 32MB	
	32 MB RAM	
	1 2000 PAPER TRAY	

Network Services

A1. Dedicated Connectivity: Dedicated DS-1
DS-1 From: 9150 E.Imperial Hwy, Downey, Ca 90242 Destination: Anaheim SGN Node

A2. Net Re-Direct Connectivity: DS-1 Node to Center
Origination: Anaheim SGN Node Destination: Philadelphia, PA

EXHIBIT B

Pricing Schedule

Recovery Services Costs:	2005	2006	2007
- Network Monthly Fee:	$1,929.00	$2,025.00	$2,127.00
- Hardware Monthly Fee: (AS/400, 4 Imaging Servers, 1 Exchange Server, and 1 LaserVault Server)	$4,394.00	$4,614.00	$4,845.00
Total Monthly Fee:	$6,323.00	$6,639.00	$6,972.00
Total Yearly Fee:	$75,876.00	$79,668.00	$83,664.00

Total 3 years contract amount: **$239,208.00**

Note: In case of disaster, the AS/400 and all 6 servers will be recovered in Philadelphia. The above recovery services is covering the connectivity from Sungard's facility in Philadelphia to ISD in Downey. It assumes that Downey will have the WAN up and running in order for Assessor's District Offices connect to AS/400 and any of the server.

During Disaster costs:

- Declaration fee for circuit:	$1,000.00
- Daily circuit usage fee:	$100.00
- After the 30th days, AS/400 daily usage fee:	$1,250.00
- After the 30th days, 6 servers daily usage fee:	$1,250.00

Note: Sungard's network services is available for access for a period of no more than six (6) weeks during a Disaster. It means that users can NOT access to neither AS/400 nor servers after 6 weeks.

EXHIBIT C

ADDITIONAL TERMS AND CONDITIONS

Exhibit C-1 - Recovery Services Agreement
Exhibit C-2 - Schedule A
Exhibit C-3 - Addendum for SunGard Global Services Network
Exhibit C-4 - Amendment to Addendum
Exhibit C-5 - Attachment 1 to the Addendum

RECOVERY SERVICES AGREEMENT

BETWEEN

SUNGARD RECOVERY SERVICES LP
a Pennsylvania limited partnership
("SunGard")

AND

_____

a _____ corporation
("Subscriber")

DATED

_____, _____

By the signatures of their duly authorized representatives below, SunGard and Subscriber, intending to be legally bound, agree to all of the provisions of this Agreement.

SUNGARD RECOVERY SERVICES LP	SUBSCRIBER: _____
By: [signature]	By: _____
Print: Drake Williams	Print Name: _____
Print Title: Director of Sales	Print Title: _____
Date Signed: 11/2/05	Date Signed: _____

A. **RECOVERY SERVICES**. Each Schedule to this Agreement specifies a Subscriber location ("Location"), the recovery services to be provided by SunGard to Subscriber for that Location ("Recovery Services"), the fees to be paid by Subscriber to SunGard for those services, and any other applicable terms. Each Schedule may be signed by Subscriber or any of its subsidiaries or affiliates, and such signer shall be deemed to be "Subscriber" for purposes of that Schedule, provided that the original Subscriber named above shall be jointly and severally liable with such subsidiaries and affiliates for the performance of all obligations under such Schedule. Each Schedule represents a separate contract that incorporates and is governed by all of the terms of this Agreement.

1. **DISASTER**. A "Disaster" is any unplanned event or condition that renders Subscriber unable to use a Location for its intended computer processing and related purposes. By signing a Schedule or any Addendum to a Schedule, Subscriber warrants that the Location specified in that Schedule is not at that time experiencing a Disaster. Subscriber may declare a Disaster by having one of its designated representatives give notice to SunGard stating that a Disaster occurred, identifying the affected Location, and specifying which Recovery Services Subscriber believes will be required. SunGard will then follow Subscriber's reasonable declaration procedures as provided to SunGard in the Disaster Declaration Authority form.

2. **SELECTED SERVICES.** Whenever Subscriber declares a Disaster, the Recovery Services to be provided by SunGard to Subscriber shall be the following services which were selected by Subscriber in the applicable Schedule:

(a) **Center-Based Recovery Services.** Immediate and exclusive use of the services described below ("Center-Based Recovery Services"), which Subscriber may use during the period of time stated below, provided at a SunGard facility:

(i) **Hotsite.** An installed, fully operational computer system and networking capability ("Hotsite"), equal to or better than (in all material respects including equipment quality and processing capacity) the Hotsite Configuration described in the Schedule, which Subscriber may use for six weeks.

(ii) **Coldsite.** Environmentally prepared computer space ("Coldsite"), properly equipped to facilitate the installation of a computer system comparable to the Hotsite Configuration, which Subscriber may use for six months.

(iii) **Office Space.** An adequate and reasonable amount of office space in the same facility where the Hotsite or Coldsite is located, properly equipped to facilitate the installation of terminals, which Subscriber may use to operate that Hotsite or Coldsite.

(iv) **Work Group Space.** An adequate and reasonable amount of office space, properly equipped to accommodate the Work Group Configuration described in the Schedule, which Subscriber may use for six weeks.

(v) **MegaVoice^{sm}** SunGard's voice communications backup service for the number of communications ports stated in the Schedule, which Subscriber may use for six weeks.

(b) **Mobile Recovery Services.** Immediate and exclusive use of the services described below ("Mobile Recovery Services"), which Subscriber may use for the duration of a Disaster:

(i) **Replacement Recovery System.** A fully operational, relocatable computer system and networking capability ("Replacement Recovery System"), equal to or better than (in all material respects including equipment quality and processing capacity) the Mobile Configuration described in the Schedule, to be provided to Subscriber by one of the following methods at Subscriber's option:

a. **Primary Recovery Facility.** Access to the Replacement Recovery System at a SunGard facility where it is then installed.

b. **Alternate Recovery Facility.** Delivery of the Replacement Recovery System to a SunGard facility where it may be accommodated, within 48 hours after SunGard receives the Disaster declaration notice.

c. **Mobile Data Center.** Delivery of a properly equipped vehicle housing the Replacement Recovery System to a destination in the continental United States requested by Subscriber, within 48 hours after SunGard receives the Disaster declaration notice.

d. **Subscriber Facility.** Delivery of the Replacement Recovery System to a properly equipped facility located in the continental United States requested by Subscriber, within 48 hours after SunGard receives the Disaster declaration notice.

(ii) **Computer Space.** Environmentally prepared computer space ("Computer Space"), properly equipped to facilitate the installation of a computer system comparable to the Mobile Configuration, to be provided to Subscriber by one of the following methods at Subscriber's option:

a. **SunGard Facility.** Access to the Computer Space at a SunGard facility where the Replacement Recovery System may be accommodated.

b. **Mobile Coldsite.** Delivery of a properly equipped vehicle housing the Computer Space to a destination in the continental United States requested by Subscriber, within 48 hours after SunGard receives the Disaster declaration notice.

(iii) **Supplemental Office Space.** An adequate and reasonable amount of office space in the same SunGard facility where the Replacement Recovery System or Computer Space is located, properly equipped to facilitate the installation of terminals, which Subscriber may use to operate that Replacement Recovery System or Computer Space.

(iv) **Mobile Work Group Space.** SunGard will commence the delivery of a vehicle properly equipped to accommodate the Mobile Work Group Configuration described in the Schedule, to a destination in the continental United States requested by Subscriber, within 24 hours after SunGard receives the Disaster declaration notice.

(v) **Quick Ship Equipment.** Delivery of equipment equal to or better than (in all material respects including equipment quality and processing capacity) the Quick Ship Equipment described in the Schedule, to a properly equipped facility in the continental United States requested by Subscriber, within 48 hours after SunGard receives the Disaster declaration notice.

(c) **Network Services.** The Network Services identified as either "Center-to-Center" or "LAN Bridging" in the Network Configuration described in the Schedule shall be made available to Subscriber within two (2) hours after receipt of a Subscriber Disaster declaration, based on then current availability on SunGard's Global Network ("SGN"). These types of Network Services will be used by Subscriber to facilitate connectivity between the SunGard recovery centers defined in the Network Configuration. Once Subscriber has been switched onto the circuit /port on the SGN, the Network Services will be available on a 24 hour, 7 days per week basis (excluding downtime attributable to routine and preventative maintenance). Subscriber will have access to and use of the Network Services for six (6) weeks. In addition, Subscriber shall have access to the applicable Network Services to conduct Test(s) in conjunction with the Test(s) of the Recovery Services as defined on the Schedule.

3. **EXTENDED USE.** During a Disaster, Subscriber may continue to use the Center-Based Recovery Services or the Network Services beyond the periods stated in Section A2(a) and A2(c), respectively, provided that this extended use shall be subject to immediate termination if and when any other subscriber declares a disaster and requires use of the Recovery Resources then being utilized by Subscriber.

4. **COMPREHENSIVE RECOVERY SUPPORT. Whenever Subscriber uses Recovery Services during a Disaster, SunGard's Support Staff (consisting of operations, communications, security, transportation, systems software and customer support personnel, as appropriate) shall provide comprehensive support to Subscriber on a 24-hour-a-day, 7-day-a-week basis, as needed.** To facilitate Subscriber's use of the Recovery Services during a Disaster, SunGard's Support Staff shall assist Subscriber in pre-testing Subscriber's operating systems, network control programs and communications circuits. During a Disaster, SunGard's Support Staff also shall assist Subscriber in contacting vendors and in obtaining and installing additional or replacement equipment.

5. **TESTS.** Promptly after execution of this Agreement, SunGard shall either notify Subscriber of available times to schedule a training workshop at a SunGard facility or provide instructions to Subscriber to conduct a computer based training workshop. Subscriber may use certain Recovery Services to test its disaster recovery capability ("Test") for the number of Test Periods stated in the applicable Schedule. Each Test Period entitles Subscriber to eight (8) hours of consecutive test time per contract year at a designated SunGard facility, on a non-cumulative basis. During each Test, SunGard's Support Staff shall provide reasonable supplies and support to Subscriber as needed, subject to availability. In order for SunGard to provide support to Subscriber for a scheduled Test, all Test plans must be provided to SunGard at least three (3) weeks prior to the Test date. Upon receipt of Subscriber's Test plan, SunGard will then assign a SunGard technical coordinator to review Subscriber's Test plan and act as project manager to coordinate Test support activities. Tests shall be scheduled at least four (4) months in advance and availability is on a 24-hour-a-day, 7-day-a-week basis. All Tests shall be subject to immediate cancellation or termination, and shall be rescheduled as soon as possible, if and when any other subscriber declares a disaster and requests use of the Recovery Services being tested.

6. **E-TESTING PROGRAM.** Subscriber may, at its option, elect to participate in SunGard's E-Testing Program. The E-Testing Program is a web-based application designed by SunGard to facilitate efficiency of pretest communications, by allowing Subscriber to complete and submit Test plans online for any scheduled Test. Subscriber shall use the E-Testing Program only for its own internal purposes in testing its disaster recovery configuration with SunGard. Periodically, in its sole discretion, SunGard may change or discontinue the E-Testing Program. SunGard shall not be liable for any damages incurred by Subscriber as a result of Subscriber's access to, use of, or downloading of any information or data contained in the web pages of the Program, including damages caused by any viruses. SunGard represents that it shall not knowingly code or introduce any virus or other disabling code into the systems used to provide the E-Testing Program. SunGard shall use commercially reasonable efforts to assist Subscriber, at no charge, in mitigating the effects of any virus that is coded or introduced into the system.

7. **SOFTWARE.** All systems and utility software which SunGard has installed on the equipment used to provide the Recovery Services may be used by Subscriber during a Disaster or a Test.

8. **TECHNOLOGY EXCHANGE.** Upon Subscriber's request, SunGard will provide a list of computer and communications equipment that is then currently available to enhance the Hotsite Configuration or Mobile Configuration. Subscriber may exchange certain components of its configuration for hardware representing newer technology, by giving written notice to SunGard and signing an appropriate Addendum to the applicable Schedule. Upon the effective date of this exchange, the Monthly or Annual Fees due under that Schedule may increase by an amount reasonably determined by SunGard, based upon the difference between (a) SunGard's then prevailing Monthly or Annual Fees for the new hardware selected, and (b) an allocated portion of the prior Monthly or Annual Fees covering the components that were replaced.

9. **ACCOUNT EXECUTIVE.** SunGard shall assign an Account Executive to Subscriber to assist in monitoring the continued viability of Subscriber's disaster recovery capability and to facilitate ongoing communications between Subscriber and SunGard.

10 **HOTLINE.** SunGard shall maintain a toll-free customer support telephone service, on a 24-hour-a-day, 7-day-a-week basis, which Subscriber may use as needed

11 **USER'S GUIDES.** Subscriber shall receive SunGard's current User's Guides for the Recovery Services and all applicable updates and revisions, as and when issued

12 **ACTIVATION MANUAL.** If contracted for in a configuration under the applicable Schedule, SunGard will provide Subscriber with an Activation Manual ("Manual") in the event Subscriber contracts for i) more than 100 Mobile WorkGroup positions in a Mobile WorkGroup Configuration, or ii) a number of Mobile Configurations such that at least three (3) Mobile Data Centers would be dispatched by SunGard if Subscriber elects a "Mobile Data Center" delivery option for the applicable Schedule. This Manual will serve as a guideline for Subscriber's use of the Mobile Data Centers and contains placement recommendations, vendor contact information, electrical and communication requirements. Completion of the Manual will be within 120 days of Subscriber's execution of the applicable Schedule, subject to Subscriber's reasonable cooperation and the availability of key Subscriber personnel. SunGard shall have no responsibility for completion of such Manual if not contracted for under the applicable Schedule or in the event SunGard does not receive reasonable cooperation from and access to key Subscriber personnel in order to complete such Manual.

B. MAINTENANCE AND USE OF RECOVERY RESOURCES. The terms of this Section B are intended to ensure that the facilities and equipment used by SunGard to provide the Recovery Services ("Recovery Resources") are properly maintained and used, and to protect the respective interests of the parties in using the Recovery Resources.

1. **MAINTENANCE.** SunGard shall maintain vendor-specified proper operating environments at its facilities and in its vehicles used to provide the Recovery Services. SunGard shall adhere to vendor-recommended procedures and policies for proper maintenance of the Recovery Resources, including necessary remedial maintenance and regularly scheduled preventive maintenance. **SunGard warrants to Subscriber that the Recovery Resources shall be maintained in a state of readiness at all times, consistent with SunGard's obligations under this Agreement.**

2. **SIGNIFICANT CHANGES.** SunGard may change the Recovery Resources and shall give written notice to Subscriber at least 60 days before making any significant change that might substantially and adversely impact Subscriber. Subscriber shall then have an adequate and reasonable number of free additional Test Periods to Test the affected Recovery Services. If, in Subscriber's reasonable judgment, any such change substantially and adversely impacts Subscriber to the extent that Subscriber cannot use the affected Recovery Services, then Subscriber may terminate the affected Recovery Services by giving written notice to SunGard within ten days after Subscriber first uses the affected Recovery Services for either a Disaster or Test.

3. **AUDITS.** At any time except when the Recovery Resources are being used during a disaster or a confidential test, Subscriber may, at its expense, audit the Recovery Resources to verify SunGard's compliance with this Agreement. SunGard also shall permit any regulatory authority having jurisdiction over Subscriber to inspect the Recovery Resources. SunGard shall, at its expense, have the Recovery Resources annually reviewed by an independent third-party auditor, whose reports shall be furnished to Subscriber upon request.

4. **STANDARD PROCEDURES.** SunGard shall maintain reasonable and uniform policies regarding security, safety, scheduling, operations and other procedures for accessing and using the Recovery Resources during disasters and tests. These policies may appear in SunGard's User's Guides and in other written documents provided by SunGard to its subscribers from time to time. Both SunGard and Subscriber shall comply with these policies in all material respects and shall use all Recovery Resources in accordance with manufacturer specifications. Policies for tests include advance scheduling and cancellation requirements. Any Test Period(s) cancelled by Subscriber less than 45 days before the scheduled date will be applied against Subscriber's annual allotment of Test Periods unless SunGard is able to reschedule the cancelled Test Period(s) with another subscriber.

5. **SPECIAL PROCEDURES.** If Subscriber gives written notice to SunGard describing any special data protection or other security procedures used by Subscriber, then SunGard shall use commercially reasonable efforts to help implement those procedures whenever Subscriber is using the Recovery Resources. Subscriber shall be responsible for any additional expenses reasonably incurred by SunGard in implementing Subscriber's special procedures.

6. **MOBILE RESOURCES.** Title to all of the Recovery Resources used to provide Mobile Recovery Services ("Mobile Resources"), wherever located, shall remain in SunGard or its supplier, except for any Quick Ship Equipment as to which Subscriber properly exercises its purchase option, if any, described in the applicable Schedule. With respect to any Mobile Resources for which the destination is not a SunGard facility, (a) Subscriber shall obtain or provide, at Subscriber's expense, all permits, landlord consents and other authorizations, and all communications, power and other utility lines and equipment, needed to possess, locate or use the Mobile Resources at that destination, (b) Subscriber shall be responsible for the security of the Mobile Resources at that destination, (c) Subscriber shall not relocate the Mobile Resources without SunGard's prior written consent which will not be unreasonably withheld, (d) when Subscriber's use or right to use the Mobile Resources during a Disaster or Test ends, Subscriber shall comply with SunGard's return delivery or shipment instructions, and (e) if the Mobile Resources do not include a SunGard vehicle, then Subscriber shall provide a proper operating environment for the Mobile Resources. If any Mobile Resources are provided by a third party under contract with SunGard and that contract is terminated, then SunGard will use commercially reasonable efforts to replace the Mobile Resources. If SunGard is unable to replace the Mobile Resources, then SunGard may terminate the applicable Recovery Services upon 90 days prior written notice to Subscriber.

C. MULTIPLE DISASTER. Subscriber's rights of immediate and exclusive use of the Recovery Services, as provided in Section A2, shall be subject to the possibility that one or more other subscribers ("other affected subscribers") could declare a disaster at the same time as (or before or after) Subscriber and require use of the same Recovery Resources at the same time as Subscriber ("Multiple Disaster"). The following provisions are intended to avoid or minimize contention for Recovery Resources during Multiple Disasters.

1. **PRIORITY RESOURCES AND SHARED RESOURCES.** All Recovery Resources shall be available on a priority use basis ("Priority Resources") except for those designated by SunGard as available on a shared use basis ("Shared Resources"). SunGard's designations of Shared Resources shall be made in its reasonable discretion and shall be subject to change without notice.

2. **ACCESS AND USE PROCEDURES.** Access to and use of Recovery Resources during disasters shall depend upon whether the Recovery Resources are Priority Resources or Shared Resources and, with respect to Priority Resources, the order in which disasters are declared. SunGard shall maintain records of its receipt of disaster declarations, which shall be the exclusive basis for determining the order in which disasters are declared.

   (a) Subscriber shall have priority rights of access to and use of applicable Priority Resources that are not then being used by other affected subscribers who previously declared disasters. Use of such Priority Resources is exclusive for as long as Subscriber is entitled to use them under Section A2.

   (b) Subscriber and all other affected subscribers shall have equal rights of access to and use of applicable Shared Resources, irrespective of the order in which disasters occur or are declared. Use of Shared Resources may be exclusive at times, but remains subject to the possible need for shared or allocated use with other affected subscribers. In an effort to avoid the need for shared or allocated use of any Shared Resources, SunGard shall, to the fullest extent possible under the circumstances, take full advantage of, and provide access to, all of its other available Shared Resources.

   (c) If applicable Priority Resources and applicable Shared Resources are both available, Subscriber may choose which type to use.

   (d) Subscriber shall cooperate with SunGard and all other affected subscribers as reasonably required under the circumstances, including to coordinate the efficient use of Recovery Resources, to avoid or minimize the need for shared or allocated use of Shared Resources, and to implement any necessary plans for shared or allocated use of Shared Resources.

   (e) If a Multiple Disaster is widespread or extreme, then, notwithstanding the foregoing provisions, SunGard may implement emergency procedures that are necessary, in SunGard's reasonable judgment, to allocate Recovery Resources in order to address applicable national interests and comparable concerns.

3. **MULTIPLE DISASTER PROTECTION.** To lower the probability of a Multiple Disaster, SunGard shall comply with the following terms:

   (a) No other subscriber shall be granted any greater rights of access to or use of the Recovery Resources than are granted to Subscriber under this Agreement.

   (b) No agreement to provide use of any Recovery Resources shall be entered into at a time when the subscriber location to be serviced is then currently experiencing a disaster.

   For Center-Based Recovery Services, SunGard also shall comply with the following:

   (c) To discourage unnecessary disaster declarations, Disaster Declaration Fees, as provided in the Schedules, shall be charged whenever a subscriber declares a disaster.

   (d) To discourage unnecessary use of the Recovery Resources, Daily Usage Fees, as provided in the Schedules, shall be charged for use of the Recovery Resources other than for tests.

4. **CRISIS MANAGEMENT.** Whenever SunGard learns of an approaching storm or other situation that might cause a Multiple Disaster, SunGard shall monitor the situation and use commercially reasonable efforts to coordinate contingency plans with all potentially affected subscribers.

D. OTHER TERMS

1. **CONTRACT TERM.** This Agreement shall continue in effect for so long as there is a Schedule in effect. The term of a Schedule, and Subscriber's rights to use the Recovery Services selected on that Schedule, shall begin on the Commencement Date and continue in effect for the Agreed Term stated in that Schedule. Thereafter, that Schedule shall automatically renew for successive renewal terms of equal duration to the Agreed Term, unless either party gives written notice of termination to the other at least six months before the end of the then current term. Subscriber acknowledges that SunGard requires this advance notice due to the substantial, long-term equipment and facilities commitments SunGard makes in reliance upon its subscriber contracts. This Agreement and each Schedule is a non-cancelable contract that may be terminated only in accordance with its express terms.

2. **FEES AND EXPENSES.** All Monthly or Annual Fees shall be invoiced by SunGard in advance. All other fees, and any out-of-pocket expenses reasonably incurred by SunGard on behalf of Subscriber and with prior authorization, shall be invoiced by SunGard as and when incurred. Subscriber's payments shall be due within 30 days after receipt of invoice. For any amount not paid when due, Subscriber will pay interest at the lesser of fifteen percent (15%) per annum or the maximum amount permitted by law. If Subscriber fails to cure a material breach of its payment obligations within the cure period specified in Section D.6, then SunGard may accelerate Subscriber's obligation to pay all remaining Monthly or Annual Fees, and Subscriber shall pay all collection costs. Subscriber shall be responsible for (a) any applicable Disaster Fees as indicated on a Schedule, (b) all communications and similar third party charges resulting from Subscriber's use of the Recovery Resources, (c) all power, fuel and other utility charges resulting from Subscriber's use of the Recovery Resources, except the initial six weeks of Hotsite use and except for Tests, (d) all costs associated with the transportation, delivery, operation and ongoing support of Mobile Resources used by Subscriber, (e) all costs associated with the installation and de-installation of Mobile Resources used by Subscriber at non-SunGard locations, and (f) any sales, use, excise or comparable taxes assessed or imposed upon the services provided or the amounts charged under this Agreement. Beginning one year after the Commencement Date of a Schedule, SunGard may increase all fees chargeable under that Schedule by up to 8% per contract year, by giving Subscriber at least 90 days prior written notice.

3. **CONFIDENTIALITY.** All information disclosed by one party to the other in connection with this Agreement shall be treated as confidential information unless it is or becomes publicly available through no fault of the other party, is already known to the other party, or is later rightfully obtained by the other party from independent sources. Each party's confidential information shall be held in strict confidence by the other party, using the same standard of care as it uses to protect its own confidential information, and shall not be used or disclosed by the other party for any purpose except as necessary to implement or perform this Agreement. Without limiting the generality of the foregoing, such confidential information includes (a) Subscriber's data and software, and the details of Subscriber's computer operations and recovery procedures, which include trade secrets of Subscriber, (b) SunGard's physical security systems, access control systems, specialized recovery equipment and techniques, pricing and User's Guides, and SunGard's E-Testing Program and web pages, which include trade secrets of SunGard, and (c)) the terms of this Agreement. This Section D3 may be enforced by injunction.

4. **LIABILITY AND INDEMNIFICATION.** Each party ("liable party") shall be fully liable to the other party for any direct damages caused by any breach of contract, negligence or willful misconduct of the liable party (or any of its employees or agents) in connection with the use of the Recovery Resources or any other matter relating to this Agreement. The liable party shall indemnify and hold harmless the other party (and its affiliates and their respective employees and agents) against any claims, actions, damages, losses or liabilities to the extent arising from any such breach of contract, negligence or willful misconduct of the liable party (or any of its employees or agents). Notwithstanding the foregoing (a) SunGard shall have no liability for any of Subscriber's tangible property located at a SunGard facility or in a SunGard vehicle, except for any direct damages caused by SunGard's negligence or willful misconduct; (b) SunGard shall have no control over or responsibility for the content of any of Subscriber's data or software, (c) if Subscriber's data is damaged as a result of SunGard's negligence, then SunGard shall be liable to Subscriber for up to $25,000 for Subscriber's documented out-of-pocket expenses incurred to recreate such data; and (d) SunGard's total liability for direct damages with respect to a Schedule shall be limited to one year's Monthly or Annual Fees under that Schedule, or $250,000, whichever is greater. Subscriber shall indemnify and hold harmless SunGard (and its affiliates and their respective employees and agents) against any claims, actions, damages, losses or liabilities to the extent arising from the use, control or possession of any Mobile Resources by Subscriber (or any of its employees or agents).

Excluding Subscriber's payment obligations, under no circumstances shall either party be liable for lost revenues, lost profits, loss of business, or consequential, indirect, exemplary or special damages of any nature, whether or not foreseeable.

EXCEPT AS SPECIFICALLY STATED IN THIS AGREEMENT, SUNGARD MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION.

5. **FORCE MAJEURE.** Neither party shall be liable for, nor shall either party be considered in breach of this Agreement due to, any failure to perform its obligations under this Agreement as a result of a cause beyond its control, including any natural calamity, act of God or a public enemy, act of any military, civil or regulatory authority, change in any law or regulation, disruption or outage of communications, power or other utility, failure to perform by any supplier or other third party, or other cause which could not have been prevented with reasonable care. If, due to any such cause, SunGard is unable to provide to Subscriber a material part of the Recovery Services described in a Schedule and this inability continues for a period of more than 30 days, then the Monthly Fees for those Recovery Services for that period shall be waived and the term of that Schedule shall be extended by an equal period. If this inability continues for more than five days after Subscriber has declared a Disaster, then Subscriber may terminate that Schedule, without penalty, by giving written notice of termination to SunGard at any time before the inability ends.

6. **TERMINATION FOR CAUSE.** If either party breaches any of its obligations under this Agreement in any material respect and the breach is not substantially cured within the cure period specified below, then the other party may terminate this Agreement or any Schedule(s), without penalty, by giving written notice to the breaching party at any time before the breach is substantially cured. With respect to a breach of SunGard's obligation to provide the Recovery Services to Subscriber during a Disaster, the cure period shall be five days. With respect to Subscriber's payment obligations, the cure period shall be ten days after receipt of SunGard's written notice of non-payment. With respect to all other obligations under this Agreement, the cure period shall be 30 days after receipt of written notice describing the breach, provided that, if a longer period is reasonably required to cure the breach and the cure is promptly begun, such cure period shall be extended for as long as the cure is being diligently prosecuted to completion.

7. **NOTICE.** All notices, consents and other communications under this Agreement shall be in writing and shall be deemed to have been received on the earlier of the date of actual receipt or the third business day after being sent by first class mail. Any notice may be given by facsimile, and Disaster declaration notice may be given orally, provided that, in either case, a signed written confirmation is received within 24 hours thereafter. Subscriber's address for notice is stated in each Schedule. SunGard's address for notice is 680 East Swedesford Road, Wayne, Pennsylvania 19087, Attention: Contract Administration.

8. **ENTIRE UNDERSTANDING.** This Agreement (which includes and incorporates all Schedules and Addenda to this Agreement) states the entire understanding between the parties with respect to its subject matter, and supersedes all prior proposals, negotiations and other written or oral communications between the parties with respect to the subject matter of this Agreement. No modification of this Agreement, and no waiver of any breach of this Agreement, shall be effective unless in writing and signed by an authorized representative of the party against whom enforcement is sought. No waiver of any breach of this Agreement, and no course of dealing between the parties, shall be construed as a waiver of any subsequent breach of this Agreement.

9. **PARTIES IN INTEREST.** Neither party may assign this Agreement or any rights or obligations under this Agreement without the prior written consent of the other party which will not be unreasonably withheld. This Agreement shall bind, benefit and be enforceable by and against both parties and their respective successors and consented-to assigns. No third party shall be considered a beneficiary of this Agreement or entitled to any rights under this Agreement.

10. **CONSTRUCTION. THIS AGREEMENT SHALL BE GOVERNED BY SUBSTANTIVE PENNSYLVANIA LAW.** This choice of governing law shall not be considered determinative of the jurisdiction or venue of any action between the parties. In any action relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and court costs from the other party. Further, each party hereby waives its right to a trial by jury. A determination that any term of this Agreement is invalid or unenforceable shall not affect the other terms of this Agreement. Section headings are for convenience of reference only and shall not affect the interpretation of this Agreement. The relationship between the parties created by this Agreement is that of independent contractors, and not partners, joint venturers or agents. Sections D3, D4 and D10 shall survive any termination of this Agreement.

© 2003 SunGard Recovery Services LP, all rights reserved.

SCHEDULE A GOVERNED BY
RECOVERY SERVICES AGREEMENT DATED 11/01/2005
BETWEEN SUNGARD AVAILABILITY SERVICES LP and OFFICE OF THE ASSESSORS COUNTY OF LOS ANGELES

Selected Services:	Included Yes/No	Test Periods	Disaster Fees (only during a Disaster) Declaration	Daily Usage
(a) Center-Based Recovery Services:			$0	
(i) Hotsite:	No	N/A		$0
(ii) Coldsite:	No	N/A		$0
(iii) Office Space:	No	N/A		
(iv) Work Group Space:	No	N/A	$0	$0
(v) MegaVoice (sm):	No	N/A	$0	$0
(b) Mobile Recovery Services:				
(i) Replacement Recovery System:	Yes	Four (4)	$0	$1,250 [1,2]
Delivery Method(s) Selected:	Primary Recovery Facility/Alternate Recovery Facility/Mobile Data Center/Subscriber Facility			
(ii) Computer Space:	Yes	N/A	$0	$500 [1,2]
Delivery Method(s) Selected:	SunGard Facility/Mobile Coldsite			
(iii) Supplemental Office Space:	Yes	N/A		
(iv) Mobile Work Group Space:	No	N/A	$0	$0
(v) Quick Ship Equipment	No	N/A	$0	$0
(c) Network Services:	No	N/A	$0	$0

[1] Initial 30 days of Daily Usage Fees during a Disaster will not be charged.

[2] Per configuration.

This Agreement replaces and supersedes, in its entirety, the previous Agreement between SunGard Availability Services LP, ("SunGard") and Subscriber, dated 07/29/2002.

Agreed Term: 36 month(s) Commencement Date: 11/01/2005

*Monthly Fee: Effective 11/01/2005 $4,394
*Monthly Fee: Effective 11/01/2006 $4,614
*Monthly Fee: Effective 11/01/2007 $4,845

* The last sentence of Section D2 shall not apply to the fees stated on this Schedule for the initial Agreed Term.

Subscriber's Location: 500 WEST TEMPLE STREET, LOS ANGELES, CA 90012
Send Subscriber Notices to: 500 WEST TEMPLE STREET, LOS ANGELES, CA 90012
ATTN: KENNETH TA
Send Subscriber Invoices to: 500 WEST TEMPLE STREET, LOS ANGELES, CA 90012
ATTN: KENNETH TA

By the signatures of their duly authorized representatives below, SunGard and Subscriber, intending to be legally bound, agree to all of the provisions of this Schedule and ratify the terms of the Recovery Services Agreement.

SUNGARD AVAILABILITY SERVICES LP

BY: DC Wil
PRINT NAME: DRAKE WILLIAMS
PRINT TITLE: DIRECTOR OF SALES
DATE SIGNED: 11-2-05

SUBSCRIBER: OFFICE OF THE ASSESSORS COUNTY OF LOS ANGELES

BY:
PRINT NAME:
PRINT TITLE:
DATE SIGNED:

Mobile Configuration 1:	**Quantity**	**Description**		
(Cust Ref: Covering i570 (Compatible 8xx iSeries box) V5R3)	1	AS/400 8XX ISERIES SYSTEM-REQUIRES OS/400 V5R1 OR HIGHER		4
		1 configured as follows:		
		2000 BATCH/PROCESSOR CPW		
		2000 INTERACTIVE CPW		
		32768 MB OF 8XX MEMORY		
		493 GB OF INTERNAL DISK		
		5 ETHERNET ADAPTER (1GB PCI ONLY)		
		1 ETHERNET CARDS (10/100 ONLY)		
		1 INTEGRATED ANALOG MODEM-FAX CAPABLE-8-PORT		
		5 TWO LINE WAN-COMM PORTS (V.24, V.35)		
		2 WORKSTATION CONTROLLER		
		1 AS/400 CONSOLELINK REMOTE-PC		
	1	200/400GB LTO ULTRIUM (LTO-2) TAPE DRIVE-REQUIRES OS/400 V5R1 OR HIGHER		
	1	3477 COLOR TERMINALS		
	1	NCC ACCESS		
	24	10/100BASE-TX SWITCHED ETHERNET PORT	(Cust Ref:Ethernet Switch)	3
	1	ADTRAN TSU ESP T-1 CSU/DSU (INSTALLED AT SUNGARD SITE)	(Cust Ref:Facilitating Connectivity at Sungard Site to Downey OACLA LAC Network (EN & LANET))	3
	1	ADTRAN TSU ESP T-1 CSU/DSU (INSTALLED AT CUSTOMER SITE)	(Cust Ref:Facilitating Connectivity at Downey OACLA LAC Network Hub Site to SunGard Site)	3
	1	CISCO 7513 ROUTER, (2) RSP-4, 256MB DRAM, 32MB FLASH, IOS	(Cust Ref:To Facilitate Connectivity to LAC Network)	3
		1 configured as follows:		
		2 10/100 ETHERNET PORT		
		1 TOKEN RING PORT		
		2 V.35 SERIAL PORT		

Mobile Configuration 2:	**Quantity**	**Description**
(Cust Ref: Document Imaging System & Server Farm)		

Mobile Configuration 2:
(Cust Ref: Document Imaging System & Server Farm)

Quantity	Description	
1	INTEL-BASED SERVER W/CD-ROM DRIVE, 1.44MB DISKETTE DRIVE, KEYBOARD, MONITOR, MOUSE	(Cust Ref:3000i Server #1)
	1 configured as follows:	
	2 3.0 GHZ PROCESSOR(S)	
	4096 MB RAM	
	20 GB DISK	
	1 10/100 DUAL-PORT ETHERNET NETWORK INTERFACE CARD	
	1 GIGABIT ETHERNET NETWORK INTERFACE CARD	
	1 RAID CONTROLLER	
1	INTEL-BASED SERVER W/CD-ROM DRIVE, 1.44MB DISKETTE DRIVE, KEYBOARD, MONITOR, MOUSE	(Cust Ref:3000i Server #2)
	1 configured as follows:	
	2 3.0 GHZ PROCESSOR(S)	
	4096 MB RAM	
	20 GB DISK	
	1 10/100 DUAL-PORT ETHERNET NETWORK INTERFACE CARD	
	1 GIGABIT ETHERNET NETWORK INTERFACE CARD	
	1 RAID CONTROLLER	
1	INTEL-BASED SERVER W/CD-ROM DRIVE, 1.44MB DISKETTE DRIVE, KEYBOARD, MONITOR, MOUSE	(Cust Ref:2800ie Server #3)
	1 configured as follows:	
	1 2.8 GHZ PROCESSOR(S)	
	2048 MB RAM	
	20 GB DISK	
	1 10/100 DUAL-PORT ETHERNET NETWORK INTERFACE CARD	
	1 GIGABIT ETHERNET NETWORK INTERFACE CARD	
	1 RAID CONTROLLER	
1	INTEL-BASED SERVER W/CD-ROM DRIVE, 1.44MB DISKETTE DRIVE, KEYBOARD, MONITOR, MOUSE	(Cust Ref:2800ie Server #4)
	1 configured as follows:	
	1 2.8 GHZ PROCESSOR(S)	
	2048 MB RAM	
	20 GB DISK	
	1 10/100 QUAD-PORT ETHERNET NETWORK INTERFACE CARD	
	1 GIGABIT ETHERNET NETWORK INTERFACE CARD	
	1 RAID CONTROLLER	

Mobile Configuration 2:	**Quantity**	**Description**	
(Cust Ref: Document Imaging System & Server Farm)	1	INTEL-BASED SERVER W/DVD-ROM DRIVE, 1.44MB DISKETTE DRIVE, KEYBOARD, MONITOR, MOUSE	(Cust Ref:Department Exchange Server)
		1 configured as follows:	
		4 3.0 GHZ PROCESSOR(S)	
		4096 MB RAM	
		500 GB DISK	
		1 10/100 ETHERNET NETWORK INTERFACE CARD	
		1 DUAL-PORT GIGABIT ETHERNET NETWORK INTERFACE CARD	
		1 RAID CONTROLLER	
		1 ULTRA160 SCSI ADAPTER	
	1	INTEL-BASED SERVER W/DVD-ROM DRIVE, 1.44MB DISKETTE DRIVE, KEYBOARD, MONITOR, MOUSE	(Cust Ref:LaserVault Server)
		1 configured as follows:	
		2 3.0 GHZ PROCESSOR(S)	
		4096 MB RAM	
		500 GB DISK	
		1 10/100 ETHERNET NETWORK INTERFACE CARD	
		1 DUAL-PORT GIGABIT ETHERNET NETWORK INTERFACE CARD	
		1 RAID CONTROLLER	
	1	NETWORK APPLIANCE: F825 NETWORK ATTACHED STORAGE	(Cust Ref:Storage System)
		1 configured as follows:	
		2600 GB DISK	(700 to be purchased) 5
		1 10/100 QUAD ETHERNET PORTS	
		1 FIBER CHANNEL PORT FOR TAPE DRIVE ATTACHMENT	
		1 GIGABIT ETHERNET PORT	
	1	SPECTRA LOGIC TAPE LIBRARY W/(2) 100/260GB AIT-3 DRIVES, (30) SLOTS	(Cust Ref:Tape Backup System For Imaging System)
	1	STORAGETEK L180 TAPE LIBRARY	(Cust Ref:Tape Backup System For Server Farm)
		1 configured as follows:	
		2 HP 200/400GB ULTRIUM LTO-2 TAPE DRIVES	
		40 SLOTS	
	1	HP LASERJET 5SI PRINTER	(Cust Ref:Printers)
	1	HP LASERJET 8150 DN, 32MB	(Cust Ref:Printers)
		1 configured as follows:	
		32 MB RAM	
		1 2000 PAPER TRAY	

[3] To be provided to Subscriber at the Primary or Alternate Recovery Facility only.

[4] Only available at the Primary or Alternate Recovery Facility for testing or Disaster purposes.

[5] Subscriber acknowledges that SunGard will acquire and install this equipment within 90 days of the Commencement Date or execution date of this Schedule, whichever is later. If Subscriber should declare a Disaster prior to the installation of this equipment, SunGard will use commercially reasonable efforts to expedite the procurement and installation of this equipment.

ADDENDUM FOR SUNGARD GLOBAL NETWORK SERVICES TO RECOVERY SERVICES AGREEMENT DATED 11/01/2005

The Recovery Services Agreement, having the above date, between SunGard Recovery Services LP, now known as SunGard Availability Services LP ("SunGard") and the Subscriber named below ("Agreement"), is hereby amended effective 11/01/2005, by adding the terms and conditions set forth herein to the Agreement for the provision of Network Services to Subscriber utilizing the SunGard Global Network. The SunGard Global Network ("SGN") is a protocol-independent, multi-continental network that operates over an optical backbone. The SGN is managed exclusively by SunGard on a 24-hour, 7-day a week basis from the SunGard Network Operations Center. Each Attachment to this Addendum is specifically tied to a Schedule to the Agreement which defines the Subscriber Location, the Network Services to be provided by SunGard to Subscriber for that Location based on the Attachment, the Monthly Fee to be paid by Subscriber to SunGard for the Network Services and any other applicable terms. Capitalized terms used in this Addendum have the meaning set forth in the Agreement. Except as modified by this Addendum, the Agreement remains unchanged and in full force and effect. To the extent any of the terms of this Addendum are inconsistent with the terms of the Agreement, the terms of this Addendum shall control.

A1. Dedicated Services
The Network Services identified as "Dedicated" in the applicable Attachment shall be made available to Subscriber on an exclusive, 24-hour, 7-day per week basis (excluding downtime attributable to routine and preventative maintenance). All Dedicated circuits will be connected between the SGN point, as designated and coordinated by SunGard ("point of presence"), and the Destination Point defined on the applicable Attachment.

A2. Net ReDirect Services
The Network Services identified as "Net ReDirect" in the applicable Attachment shall be made available to Subscriber within two (2) hours after receipt of a Subscriber Disaster declaration, based on then current availability on the SGN, in accordance with the Multiple Disaster Procedures defined herein. All Net ReDirect circuits will be connected between the SGN point, as designated and coordinated by SunGard ("point of presence"), and the Destination Point or between SunGard Recovery Centers defined in the applicable Attachment. Once Subscriber has been switched onto a circuit on the SGN, the Net ReDirect Service will be available on a 24-hour, 7-day per week basis (excluding downtime attributable to routine and preventative maintenance).

A3. Net ReDirect Metropolitan
Subscriber's connectivity is limited to the Metropolitan Network, which is defined in the applicable Attachment, and does not provide Subscriber with connectivity between Metropolitan Networks.

A4. Global Network Access
Unless the section in the applicable Attachment entitled Global Network Access is completed, indicating that SunGard is responsible for providing the connection(s) between Subscriber's location(s) and the designated point of presence on the SGN ("Local Access"), Subscriber is solely responsible for establishing the connection between Subscriber's location(s) and the designated point of presence on the SGN through its Local Exchange Provider. Once the Local Access has been established, Subscriber is responsible for contacting SunGard, to obtain the necessary facility assignment information to connect the Local Access to the SGN Node.

A5. LAN Bridging
The Network Services identified as "LAN Bridging" in the applicable Attachment shall be made available to Subscriber within two (2) hours after receipt of a Subscriber Disaster declaration, based on then current availability on the SGN, in accordance with the Multiple Disaster Procedures defined herein. LAN Bridging consists of an ethernet connection between SunGard Recovery Centers. Once the ethernet cable is connected into the appropriate port at each SunGard Recovery Center, the LAN Bridging Service will be available on a 24-hour, 7-day per week basis (excluding downtime attributable to routine and preventative maintenance).

By the signatures of their duly authorized representatives below, SunGard and Subscriber, intending to be legally bound, agree to all of the provisions of this Addendum and ratify the terms of the Agreement.

SUNGARD AVAILABILITY SERVICES LP

By: [signature]

Print: Drake Williams

Print Title: Director of Sales

Date Signed: 11/2/05

SUBSCRIBER: OFFICE OF THE ASSESSORS COUNTY OF LOS ANGELES

By: _____

Print: _____

Print Title: _____

Date Signed: _____

THE TERMS OF THIS ADDENDUM ARE CONFIDENTIAL

A6. Subscriber Provided Access
SunGard will manage the installation process of a Subscriber-provided circuit to a SunGard Recovery Center or SunGard SONET node. SunGard will assign a Project Engineer to help ensure that the infrastructure and equipment are in place to support the installation of a Subscriber provided circuit. The Project Engineer will also act as a single point of contact for Subscriber to coordinate all carrier access issues. Subscriber shall be responsible for promptly providing the necessary information and documentation as required by SunGard to complete the circuit installation.

A7. ATM DRO Service
The Network Services identified as "ATM DRO" in the applicable Attachment shall be made available to Subscriber within two (2) hours after receipt of a Subscriber Disaster declaration, based on then current availability on the shared ATM DRO port on the SGN, in accordance with the Multiple Disaster Procedures defined herein. Subscriber's Frame Relay or ATM network situated at the Location will be connected to a shared ATM DRO port on the SGN. Subscriber shall be responsible for all costs attributable to Subscriber's telecommunications vendor's re-direction of Subscriber's Frame Relay/ATM PVC(s) to the SunGard ATM DRO port at the SunGard Destination Point defined in the applicable Attachment.

Once Subscriber has been switched onto the shared ATM DRO port on the SGN, the ATM DRO Service will be available on a 24-hour, 7-day per week basis (excluding downtime attributable to routine and preventative maintenance).

A8. Frame Relay DRO Service
The Network Services identified as "Frame Relay DRO" in the applicable Attachment shall be made available to Subscriber within two (2) hours after receipt of a Subscriber Disaster declaration, based on then current availability on the shared Frame Relay DRO port on the SGN, in accordance with the Multiple Disaster Procedures defined herein. Subscriber's Frame Relay network situated at the Location will be connected to a shared Frame Relay DS-1 port on the SGN. Subscriber shall be responsible for all costs attributable to Subscriber's telecommunications vendor's re-direction of Subscriber's Frame Relay PVC(s) to the SunGard Frame Relay DS-1 port at the SunGard Destination Point defined in the applicable Attachment.

Once Subscriber has been switched onto the shared Frame Relay DS-1 port on the SGN, the Service will be available on a 24 hour, 7 days per week basis (excluding downtime attributable to routine and preventative maintenance).

A9. ANX Access Service
ANX is a TCP/IP-based high performance privately managed network. Subscriber is responsible for contracting with its telecommunications vendor and registering with ANXO directly in order to facilitate the ANX Access Service. SunGard will provide access to one router in the SunGard Recovery Center that will be managed by AT&T, which will be governed by the Multiple Disaster procedures defined herein. At time of Disaster, or for testing purposes, Subscriber will coordinate the redirection of its network to the router at the SunGard Recovery Center with AT&T directly. Once Subscriber has been switched onto the ANX Access Service router, the ANX Access Service will be available on a 24-hour, 7-day per week basis (excluding downtime attributable to routine and preventative maintenance).

B1. Web ReDirect
The Network Services identified as "Web ReDirect" in the applicable Attachment offers Subscriber access to the Internet from the SunGard Recovery Center designated in that Attachment for Disaster Recovery Purposes. The Web ReDirect Services shall be made available to Subscriber within two (2) hours after receipt of a Subscriber Disaster declaration, based on then current availability on the SGN in accordance with the Multiple Disaster Procedures defined herein. Subscriber recognizes that these Web ReDirect Services are not provider specific, therefore Subscriber is responsible for setting up any necessary domain(s) in order to facilitate effective use of the Web ReDirect Services. Once Subscriber has been switched onto the SGN, the Web Redirect Services will be available on a 24-hour, 7-day per week basis (excluding downtime attributable to routine and preventative maintenance).

C1. General Internet Access Terms
SunGard's Internet Access Services will provide Subscriber with connectivity to the Internet through SunGard's Internet Access Services subject to the terms and conditions of the Agreement and this Addendum and fully licensed Internet software, if applicable. The Internet is not owned, operated, or managed by, or in any way affiliated with SunGard or any of SunGard's affiliates. The Internet is an international computer network of both Federal and non-Federal inter-operable packet switched data networks. SunGard cannot and will not guarantee that the Internet Access Services will provide Internet access that is sufficient to meet Subscriber's needs. Subscriber agrees that its use of the Internet Access Service and the Internet is solely at its own risk and is subject to all applicable local, state, national and international laws and regulations.

Subscriber hereby acknowledges receipt of SunGard's and/or its underlying carriers' policies and/or rules and regulations ("Policies") and agrees to comply with such Policies at all times while utilizing the Internet Access Services. Subscriber also acknowledges that a breach of any of the Policies may result in the immediate termination of the Internet Access Services without prior notice and SunGard shall have no liability to Subscriber for any restriction or termination of the Internet Access Services pursuant to Subscriber's violation of the Policies. The Policies may be revised from time to time by SunGard, which revisions will be communicated to Subscriber in writing, by posting on SunGard's website at the following address: **http://www.esourcing.sungard.com/usepolicy.cfm.**
Subscriber agrees that the Access Service is provided on an "as is", "as available" basis without warranties of any kind, either express or implied. Subscriber agrees that SunGard has the right, but not the obligation, to remove content from SunGard's computer servers which SunGard, in its sole discretion, determines to be in violation of this Agreement or SunGard's underlying carrier(s)' on-line policy.

C2. Testing
Subscriber shall have access to the applicable Network Services defined on the Attachment to conduct Test(s) in conjunction with Test(s) of the Recovery Services as defined on the applicable Schedule to which the Attachment is made a part thereof.

C3. Termination
The Network Services are provided subject to the availability of the necessary services by SunGard's underlying carrier(s). SunGard may, without penalty, and by providing Subscriber with thirty (30) days prior written notice, terminate any Attachment (or any portion thereof), or may withhold the provision of the Network Services if: (a) SunGard's underlying carrier(s) withdraw or substantially alter any underlying tariff(s) resulting in a material, adverse effect on SunGard's operational or financial ability to provide the Network Service(s); or (b) any public utility commission or other regulatory authority asserts jurisdiction over the Network Services, such that SunGard would be required to submit to common carrier, public utility or other regulation to which SunGard is not now subject.

C4. Use of Network Services
Subscriber shall have access to the Network Services for Disaster Recovery Purposes, in accordance with SunGard's obligations as defined in the Agreement, and as further delineated in this Addendum and in the applicable Attachment. "Disaster Recovery Purposes" means any use of the Network Services by Subscriber: (i) while Subscriber is experiencing a Disaster; (ii) which connectivity facilitates Subscriber's recovery during a Disaster; (iii) to conduct a Test(s); or (iv) for electronic vaulting. Any other use of the Network Services by Subscriber shall constitute a material breach of the Agreement for which SunGard may terminate the Agreement by providing five (5) days written notice. Subscriber shall have access to the Network Services for a period of no more than six (6) weeks during a Disaster.

Disaster Declaration and Daily Usage Fees will be charged as follows:

NETWORK SERVICES*

Circuit	Declaration Fee	Daily Usage Fee
DS-1 Net ReDirect	$ 2,500	$ 1,000/circuit
DS-3 Net ReDirect	$ 5,000	$ 5,000/circuit
OC-3 Net ReDirect	$10,000	$ 7,500/circuit
100Mb FE Net ReDirect	$10,000	$ 7,500/circuit
GIG E Net ReDirect	$15,000	$ 10,000/circuit
DS-1 Metropolitan	$ 2,500	$ 500 /circuit
DS-3 Metropolitan	$ 5,000	$ 1,000/circuit
LAN Bridging 10 Mbps	$ 3,000	$ 1,500
LAN Bridging 100 Mbps	$ 10,000	$ 3,000
ATM/DRO	$ 5,000	$ 2,500
Frame Relay DRO	$ 2,500	$ 1,000
ANX Access	$ 2,500	$ 1,000

Web ReDirect Services

Connection Speed	Declaration Fee	Daily Usage Fee
.512 Kbps – 1.5 Mbps	$ 500	$ 250
1.6 – 10 Mbps	$ 5,000	$1,000
10.1 – 45 Mbps	$ 5,000	$ 2,000
45.1 - 155 Mbps	$ 10,000	$5,000

***If a Declaration Fee of equal or greater value is charged in association with the Specified Schedule, then the Declaration Fee for the applicable Network Services will be deemed included in such fee.**

C5. Limitation of Liability
UNDER NO CIRCUMSTANCES SHALL SUNGARD'S TOTAL LIABILITY FOR THE NETWORK SERVICES DEFINED IN ANY ATTACHMENT TO THIS ADDENDUM EXCEED THE TOTAL OF ALL FEES ACTUALLY PAID BY SUBSCRIBER TO SUNGARD UNDER THE APPLICABLE ATTACHMENT. SUNGARD SHALL HAVE NO LIABILITY FOR ANY DAMAGE TO, LOSS OF OR INTERCEPTION OR MISDIRECTION OF SUBSCRIBER'S DATA, FILES, SOFTWARE, CODE, OPERATING SYSTEMS, APPLICATIONS, DATA STORAGE MEDIA, OR OTHER PROPERTY THAT OCCURS DURING CONNECTION, TRANSMISSION, USE OR RESTORATION BY SUBSCRIBER OR SUNGARD IN CONJUNCTION WITH THE NETWORK SERVICES. Subscriber shall indemnify and hold harmless SunGard (and its affiliates and their respective employees and agents) against any claims, actions, damages, losses or liabilities arising out of any action brought against SunGard by a third party as a result of Subscriber's use of the Network Services. **Under no circumstances shall SunGard be liable to Subscriber or any other third party for lost revenues, lost profits, loss of business, or consequential or special damages of any nature, whether or not foreseeable.**

EXCEPT AS SPECIFICALLY STATED IN THIS ADDENDUM, SUNGARD MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION.

D. MULTIPLE DISASTER. Subscriber's rights of use of the Recovery Resources shall be subject to the possibility that one or more other subscribers ("other affected subscribers") could declare a disaster and require use of the same Recovery Resources at the same time as Subscriber ("Multiple Disaster").

D1. PRIORITY RESOURCES AND SHARED RESOURCES. All Recovery Resources shall be available on a priority use basis ("Priority Resources") except for those designated by SunGard, in its reasonable discretion, as available on a shared use basis ("Shared Resources"). Access to and use of Recovery Resources during disasters shall depend upon whether the Recovery Resources are Priority Resources or Shared Resources and, with respect to Priority Resources, the order in which disasters are declared. SunGard shall maintain a current list of Shared Resources which shall be subject to change without notice. SunGard shall maintain records of its receipt of disaster declarations, which shall be the exclusive basis for determining the order in which disasters are declared.

D2. MULTIPLE DISASTER PROCEDURES. If a Multiple Disaster occurs (whether before, at the same time or after Subscriber declares a disaster), then the following procedures shall be implemented:

(a) Subscriber shall have priority rights of access to and use of applicable Priority Resources that are not then being used by other affected subscribers who previously declared disasters. Use of such Priority Resources is exclusive for as long as Subscriber is entitled to use them.

(b) Subscriber and all other affected subscribers shall have equal rights of access to and use of applicable Shared Resources, irrespective of the order in which disasters occur or are declared. Use of Shared Resources may be exclusive at times, but remains subject to the possible need for shared or allocated use with other affected subscribers.

(c) If applicable Priority Resources and applicable Shared Resources are both available, Subscriber may choose which type to use.

(d) Subscriber shall cooperate with SunGard and all other affected subscribers as reasonably required under the circumstances, including to coordinate the efficient use of Recovery Resources, to avoid or minimize the need for shared or allocated use of Shared Resources, and to implement any necessary plans for shared or allocated use of Shared Resources.

(e) If the Multiple Disaster is widespread or extreme, then, notwithstanding the foregoing provisions, SunGard may implement emergency procedures that are necessary, in SunGard's reasonable judgment, to allocate Recovery Resources in order to satisfy the critical needs of affected subscribers, applicable national security interests and comparable concerns.

E. DEFINITIONS. If applicable, the following terms, which may appear in the Agreement, shall have the same meanings as set forth below:

"SunGard" means successor in interest to Comdisco, Inc.

"Subscriber" means Customer.

"Agreement" means Master Agreement and Business Continuity Supplement or Master Technology Services Agreement.

"Recovery Services" means Backup Capability.

"Recovery Resources" means the facilities and equipment used by SunGard to provide the Recovery Services.

©2004 SunGard Recovery Services LP, all rights reserved.

AMENDMENT TO ADDENDUM FOR SUNGARD GLOBAL NETWORK SERVICES TO RECOVERY SERVICES AGREEMENT DATED 11/01/2005

The Recovery Services Agreement, having the above date, between SunGard Availability Services LP, formerly known as SunGard Recovery Services LP ("SunGard") and the Subscriber named below ("Agreement"), with regard to the Addendum identified above ("Specified Addendum") is amended effective 11/01/2005, as follows:

Notwithstanding anything to the contrary stated on the Specified Addendum, the Disaster Declaration and Daily Usage Fees for Subscriber's contracted for Network Services for shall be as follows:

Circuit	Declaration Fee	Daily Usage Fee
DS-1 Net ReDirect	$1,000	$100/circuit per day

By the signatures of their duly authorized representatives below, SunGard and Subscriber, intending to be legally bound, agree to all of the provisions of this Addendum and ratify the terms of the Agreement.

SUNGARD AVAILABILITY SERVICES LP

BY: DR Williams

PRINT NAME: Drake Williams

PRINT TITLE: Director of Sales

DATE SIGNED: 11-2-05

SUBSCRIBER: OFFICE OF THE ASSESSORS COUNTY OF LOS ANGELES

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

DATE SIGNED: _____

THE TERMS OF THIS ADDENDUM ARE CONFIDENTIAL.

ATTACHMENT 1 TO THE ADDENDUM FOR SUNGARD GLOBAL NETWORK SERVICES
TO SCHEDULE A TO THE RECOVERY SERVICES AGREEMENT DATED 11/01/2005
BETWEEN SUNGARD AVAILABILITY SERVICES LP AND Office Of The Assessors County Of Los Angeles

A. Network Services			
A1. Dedicated	**QTY**	**MonthlyFee**	**Total Monthly Fee**
Connectivity: Dedicated DS-1 DS-1 From: 9150 E. Imperial Hwy, Downey CA 90242 Destination: Anaheim SGN Node	1	$1,129	$1,129
A2. Not Re-Direct	**QTY**	**MonthlyFee**	**Total Monthly Fee**
Connectivity: DS-1 Node to Center Origination: Anaheim SGN Node Destination: Philadelphia, PA	1	$800	$800

☐ This is a New Addendum and Attachment

☑ This Addendum and Attachment replaces and Supercedes the Previous Addendum Dated 10/1/2002

Subscriber will be invoiced an additional Monthly Fee of $1929 effective 11/1/2005 ; $ 2025 effective 11/1/2006 ; $ 2127 effective 11/1/2007 with the terms of the Agreement and this Addendum. The term of this Addendum will commence upon the effective date noted above or the date of installation, whichever is later, and shall continue until the end of the initial Agreed Term of the Specified Schedule or any extended or renewal term of the Specified Schedule. In addition, Subscriber is responsible for one-time installation charges in the amount of $0, which will be invoiced in accordance with the terms of the Agreement and this Addendum. Subscriber has elected for SunGard to provide Network and/or Internet Access Services ("Services") via the SunGard Global Network, which is a nationwide managed network for business continuity built over a SONET-based DS3 providing multiple and regional route diversity and universal, transparent access to SunGard's facilities for disaster recovery, testing, and electronic vaulting ("SGN") as set forth in the Attachment to this Addendum.

DW

SunGard _____ Subscriber _____

EXHIBIT D

PROPOSER'S EEO CERTIFICATION

SunGard Availability Services
Company Name

7755 Central Ave. Ste. 1200
Address

23-2106195
Internal Revenue Service Employer Identification Number

GENERAL

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

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

Signature

8-17-05
Date

Drake Williams, Director of Sales
Name and Title of Signer (please print)

EXHIBIT E

COUNTY'S ADMINISTRATION

COUNTY PROJECT DIRECTOR:

Ken Ryozaki, Division Chief
Assessor
Information Technology Division
500 West Temple Street Room 293
Los Angeles, Ca 90012
Telephone: (213) 974-2695
E-Mail Address: kryozaki@co.la.ca.us.

COUNTY PROJECT MANAGER:

Linda Castro
Assessor
Information Technology Division
500 West Temple Street Room 265
Los Angeles, Ca 90012
Telephone: (213) 974-3274
E-Mail Address: lcastro@co.la.ca.us.

COUNTY CONTRACT PROJECT MONITOR:

Kenneth Ta (Primary)
Assessor
Information Technology Division
500 West Temple Street Room 293
Los Angeles, Ca 90012
Telephone: (213) 974-3368
E-Mail Address:

Vince Diep (Secondary)
Assessor
Information Technology Division
500 West Temple Street Room 293
Los Angeles, Ca 90012
Telephone: (213) 974-3273
E-Mail Address:

EXHIBIT F

CONTRACTOR'S ADMINISTRATRION

CONTRACTOR'S NAME: SUNGARD AVAILABILITY SERVICES

CONTRACTOR'S PROJECT MANAGER:

Tracey Ray
550 E. 84th Ave. Suite E5
Thornton, CO 80229
Telephone: (720) 932-5841
E-Mail Address:

EXHIBIT G

JURY SERVICE ORDINANCE

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.

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 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section. P-2810 or a successor provision; or

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

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

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

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.

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.

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.

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.

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.

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.

EXHIBIT H

SAFELY SURRENDERED BABY LAW

No shame.
No blame.
No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.

In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs 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, workers 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.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns 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?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

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

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts 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 nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

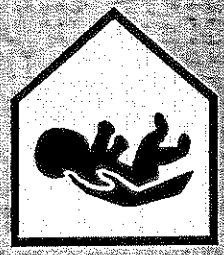
At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena.
Sin culpa.
Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.



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

Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora

Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?
La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿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 del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?
Los padres que cambien de opinión pueden empezar 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?
En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?
No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?
No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?
El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?
Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?
La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé
A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.