COUNTY OF LOS ANGELES
REGISTRAR-RECORDER/COUNTY CLERK
12400 IMPERIAL HWY. – P.O. BOX 1024, NORWALK, CALIFORNIA 90651-1024

Conny B. McCormack
Registrar-Recorder/County Clerk

January 30, 2007

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:

APPROVE SOLE SOURCE AGREEMENT WITH DATA INFORMATION MANAGEMENT SYSTEMS FOR CONTINUATION OF EXISTING SYSTEM MAINTENANCE AND SUPPORT SERVICES OF THE COUNTY'S VOTER INFORMATION MANAGEMENT SYSTEM (ALL DISTRICTS) (3 VOTES)

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

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman to sign the attached sole source Agreement (Agreement) with Data Information Management Systems (DIMS), a wholly owned subsidiary of Diebold Election Systems, Inc., for continuation of existing system maintenance and support services of the County's Voter Information Management System (VIMS) and provide for any future system enhancements legally mandated by the Federal Help America Vote Act (HAVA) and/or State of California law, regulation, or statute, for a Contract Sum of $4,116,250 over an initial five-year contract period with three one-year extension options effective February 10, 2007 or upon Board approval whichever is later. The Agreement is fully funded in the Department of the Registrar-Recorder/County Clerk's (RR/CC) operating budget.

2. Authorize the Registrar-Recorder/County Clerk, or her designee, to amend the Agreement to exercise the extension options under the terms of the Agreement if

needed and incorporate into the Agreement any new or revised Board-mandated provisions that may become effective during the term of the Agreement.

3. Authorize the Registrar-Recorder/County Clerk, or her designee, to amend the Agreement to transfer up to twenty percent (20%) of the Contract Sum ($823,250) between the Agreement service components as needed to ensure that all VIMS service components are available as needed for optimal performance of VIMS.

4. Authorize the Registrar-Recorder/County Clerk, or her designee, to amend the Agreement to increase the Contract Sum up to ten (10%) percent ($411,625) if needed, providing approval from County Counsel and Chief Administrative Officer is obtained, for a maximum Contract Sum not to exceed $4,527,875.

PURPOSE/ JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of the recommended action is to ensure uninterrupted operation and continuation of maintenance and support services of the County's successful Voter Information Management System (VIMS) initially purchased and installed in 1998. VIMS is a voter registration database which contains all information for the County's 5.5 million registered voters (4 million active and 1.5 million inactive voters). The VIMS database forms the basis for establishing and maintaining the precincting of voters, the absentee voting system, verifying petitions, and maintaining pollworkers and voting location files. VIMS is not involved in tabulation of ballots.

Implementation of Strategic Plan Goals:

This request supports the County Strategic Plan as follows:

Goal No. 3: Organizational Effectiveness: Ensure that service delivery systems are efficient, effective, and goal-oriented. The services provided under the Agreement will ensure continuation of optimal performance of the County's VIMS which is critical to conduct federal, state, and local elections.

FISCAL IMPACT/ FINANCING:

The Contract Sum for this Agreement includes $3,400,000 for continued maintenance and support services; $656,250 for Other Professional Services to provide for any system enhancements legally mandated by HAVA and/or California law, regulation, or statute; and $60,000 for Training services if needed during the term of this Agreement, including extension option years if exercised for a total Contract Sum of $4,116,250. The Agreement also provides RR/CC with the flexibility to increase the Contract Sum by ten percent (10%) ($411,625), providing approval from County Counsel and Chief

Administrative Officer is obtained, for a maximum Contract Sum not to exceed $4,527,875. Funds are available in the RR/CC operating budget for this expenditure.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The RR/CC is responsible for the registration of voters, maintenance of the voter, precincting, absentee voting, petitions, precinct officers and polling location files, and the conduct of federal, state, and county elections as well as, by contract, other local elections within Los Angeles County.

On February 10, 1998, your Board adopted a five (5) year contract with three (3) one-year extension options with Data Information Management Systems (DIMS) for a voter information management system (VIMS) operated in a client-server environment. VIMS replaced the voter registration and election management system designed and developed in 1976 by the Internal Services Department (ISD) which operated on the County's IBM mainframe computer system. The annual maintenance cost of the previous system was $1.05 per registered voter compared with $0.07 per registered voter of the replacement VIMS system provided by DIMS. Nine years later, the requested renewal contract maintains the $0.07 per registered voter annual cost.

In addition to significant cost savings, from the outset VIMS enabled additional automation features and functionality as well as operational efficiencies, improved service delivery and system reliability. The contract with DIMS to provide VIMS also enabled the County to join a statewide network of counties utilizing the DIMS election management products which currently encompasses more than half of the State's registered voters. The VIMS' client-server platform also enabled partnerships with the City of Los Angeles and the City of Long Beach, which were approved by your Board, for on-line VIMS access. The City Clerks of both of these jurisdictions, which conduct their own city elections, have reported improved election administration in their cities as a result of the ability to utilize VIMS functionality on-line. A recommendation for continuing on-line access by these cities will be presented to your Board in a separate Board letter.

The current Agreement with DIMS for provision of VIMS was set to expire on February 9, 2006. In compliance with your Board's policy, advanced notification of the department's intent to negotiate a sole source agreement was provided to your Board via a letter of intent on September 26, 2005. Due to unforeseen workload demands, caused in part by the November 6, 2005 Special Statewide Election coupled with the intense and lengthy contracting process for acquisition of the new InkaVote Plus Voting System, on January 31, 2006, your Board approved a month-to-month extension of the existing VIMS Agreement for up to twelve (12) months, ending February 9, 2007.

The RR/CC determined the need for a sole source agreement due to: 1) a mission critical need for uninterrupted services of the voter registration database which forms the basis for continuation of critical election management functions as noted above; 2) VIMS runs on proprietary software for which the incumbent contractor is the only authorized provider; and 3) attempting to procure a new system to replace the current, successful VIMS would de-stabilize the County's ability to provide critical election services at a time of continuous, ongoing elections and at a time when the State of California is planning to contract for a new, statewide voter registration system which may impact all counties' election operations.

The recommended Agreement is for a period of five (5) years with three (3) one-year extension options. Approval of the Agreement will ensure the continuation of mission critical services and provide the necessary resources for any future enhancements needed to continue to interface with the State's interim statewide voter registration system, CALVOTER, and any future statewide voter registration system which may be administered and maintained by California's Secretary of State. This process will meet functional, business, and legal requirements mandated by federal and state laws and California regulations.

The Agreement contains all required Board provisions. The contractor is in compliance with all Board, Chief Administrative Office, and County Counsel requirements. The County's Chief Information Office concurs with the Department's recommendations. The Chief Administrative Office has reviewed and approved this Board letter. County Counsel has approved the attached Agreement as to form.

CONTRACTING PROCESS:

The Agreement was developed through contract negotiations with the incumbent contractor. There was no additional contracting process conducted for this Agreement. The Agreement meets established County criteria for sole source agreements. The incumbent contractor owns the proprietary software responsible for VIMS functionality and is the only authorized service provider. In addition, taking into account the system complexities, it is not in the County's best interest at this time to change systems due to the high cost of a replacement system; ever changing and dynamic election regulations, laws and requirements; and overwhelming need for uninterrupted mission critical services.

The recommended Agreement includes the Cost of Living Adjustment (COLA) provision and complies with County Policy 5.070.

The Living Wage Program (County Code Chapter 2.201) does not apply to the recommended Agreement.

IMPACT ON CURRENT SERVICES:

Approval of the recommended Agreement will ensure uninterrupted service of the County's Voter Information Management System (VIMS) which maintains voter records for over 5.5 million registered voters, precincting data, petition data, absentee voting data, pollworker and polling place data.

CONCLUSION

Upon approval and execution of the Agreement, it is requested that the Executive Officer/Clerk of the Board, return one adopted stamped copy of the approved Board letter and two originally signed copies of the Agreement to:

County of Los Angeles
Registrar-Recorder/County Clerk
12400 Imperial Highway, Room 7201
Norwalk, CA 90650

Attention: Ngozi Ume
Head, Management Services

Respectfully submitted,

Conny B. McCormack
Registrar-Recorder/County Clerk

Reviewed by:

Jon W. Fullinwider
Chief Information Officer

CBM:NU:hwk

Attachments (1)

c: Chief Administrative Office
County Counsel

CIO ANALYSIS

SOLE SOURCE AGREEMENT WITH DATA INFORMATION MANAGEMENT SYSTEMS FOR MAINTENANCE AND SUPPORT SERVICES FOR THE COUNTY'S VOTER INFORMATION MANAGEMENT SYSTEM

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: 5 Yrs # of Option Yrs 3

Contract Components:

☒ Software ☐ Hardware ☐ Telecommunications
☒ Professional Services

Project Executive Sponsor: Conny B. McCormack, Registrar-Recorder/County Clerk

Budget Information :

Y-T-D Contract Expenditures	$0
Requested Contract Amount	$4,116,250
Aggregate Contract Amount	$4,116,250

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).	**Not applicable**

Project/Contract Description:
This sole source contract with Data Information Management Systems will provide continued maintenance and support services for the County's Voter Information Management System (DIMS), and provide for any future system enhancements that are legally mandated. The term of the agreement is five-years at a total cost of $4,116,250, with the option to extend the agreement for three one-year terms.

Background:

This client/server voter information management system was originally implemented in 1998. At that time, it replaced the voter registration and election management system that was developed internally and operated on the IBM mainframe. The original maintenance and support agreement expired on February 9, 2006. Because of unforeseen workload demands on the RR/CC's Office, the Board approved a month-to-month extension of up to 12 months for that agreement. That action was necessary to continue VIMS maintenance and support and to allow the RR/CC sufficient time to complete contract negotiations with the incumbent contractor and recommend a new contract for Board consideration. That month-to-month agreement is due to expire on February 9, 2007.

Project Justification/Benefits:

The approval of this maintenance and support agreement will ensure the continuation of mission critical services and provide the necessary resources for any future mandated enhancements needed to interface with the state of California's Statewide Voter Registration Database, CALVOTER system and any future statewide voter registration system administered and maintained by the Secretary of state. VIMS maintains voter recorders for more than 4.1 million registered voters, and provides voter data, pollworker and polling place data. VIMS also allows for the Board approved partnerships with the City of Los Angeles and the City of Long Beach for on-line access, which has helped to improve the quality of the voter data and pollworker and polling place data used by all jurisdictions.

Project Metrics

This is a maintenance and support agreement of an existing system with an existing service provider. The metrics will be the continued delivery of support services, and professional services to address required system enhancements. Because no enhancements have been identified at this time, there are no pending statements of work.

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

Approval of this agreement will ensure uninterrupted service to the Voter Information Management System. Because of the high cost of a replacement voter information management system, not approving the agreement would severely impact the RR/CC, and would not be in the best interest of the County.

Alternatives Considered:

None. The incumbent contractor owns the proprietary software responsible for VIMS functionality and is the only authorized service provider.

Project Risks:

Key project risks include ensuring that:

- Data Information Management Systems continues to provide the appropriate levels of service.
- Legally mandated system enhancements are completed on a timely/cost effective basis.

Risk Mitigation Measures:

The following risk mitigation measures are in place to address the key project risks:

- Termination clauses exist in the agreement for Termination of Convenience and Default.
- Funds to address mandated system enhancements have been included in the request.

Financial Analysis:

The total cost of the contract is $4,116,250. The agreement is fully funded in the Department of the Registrar-Recorder/County Clerk's operating budget.

The components are as follows:

- $3,400,000 for maintenance and support services
- $656,250 for other professional services
- $60,000 for training

The request also includes a request to authorize the Registrar-Recorder, or her designee, to amend the agreement to exercise extension option under the terms of the agreement if needed and incorporate into the agreement any new or revised Board-mandated provisions that my become effective during the term of the agreement.

Also, there is a request to authorize the Registrar-Recorder, or her designee, to amend the agreement to transfer up to 20% of the contract sum ($823,250) between agreement service components as needed to ensure that all VIMS services components are available as needed for optimal performance.

Additionally, there is a request to authorize the Registrar-Recorder, or her designee, to amend the agreement to increase the contract sum by up to 10% ($411,625), if needed, providing approval from County Counsel and Chief Administrative Officer is obtained, for a maximum contract sum not to exceed $4,527,875.

CIO Concerns:

None.

CIO Recommendations:

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

CIO APPROVAL

Date Received: January 19, 2007

Prepared by:

Date: January 19, 2007

Approved:

Date: 1-19-07

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

DATA INFORMATION MANAGEMENT SYSTEMS, INC.

FOR

VOTER INFORMATION MANAGEMENT SYSTEM

MAINTENANCE & SUPPORT SERVICES

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
1.	AGREEMENT AND INTERPRETATION	1
1.1	Agreement	1
1.2	Interpretation	1
1.3	Definitions	2
2.	ADMINISTRATION OF AGREEMENT – COUNTY	7
2.1	County's Project Director	7
2.2	County's Project Manager	7
2.3	County's Personnel	7
3.	ADMINISTRATION OF AGREEMENT – CONTRACTOR	8
3.1	Contractor's Project Director	8
3.2	Contractor's Project Manager	8
3.3	Approval of Contractor Staff	8
3.4	Confidentiality	10
4.	WORK	10
4.1	General	10
4.2	Approval of Work	10
4.3	Gratuitous Work	11
4.4	Status Reports by Contractor	11
5.	TERM	11
6.	CHANGE NOTICES AND AMENDMENTS	12
7.	CONTRACT SUM	13
8.	INVOICES AND PAYMENTS	15
8.1	Approval of Invoices	15
8.2	Submission of Invoices	15
8.3	Invoice Discrepancy Report	16
8.4	Sales/Use Tax	17
8.5	County's Right to Withhold	17
9.	DEFICIENCIES	17
9.1	Deficiencies	17
9.2	Corrective Measures	18
9.3	Approval	18
10.	WARRANTIES	18
11.	MAINTENANCE, UPDATES, AND PROFESSIONAL SERVICES	19
11.1	Maintenance and Support Services	19
11.2	Updates	20
11.3	Other Professional Services	20
12.	SYSTEM TESTS AND ACCEPTANCE BY COUNTY	22
12.1	General	22
12.2	Installation Tests	22
12.3	Acceptance Tests	22
12.4	Failed Acceptance Testing	23
12.5	Certification of Completion	23

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
13.	OWNERSHIP, LICENSE	24
	13.1 Ownership	24
	13.2 License	24
14.	OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT	25
15.	THIRD PARTY SOFTWARE	26
16.	CONTINUOUS PRODUCT SUPPORT	27
17.	WARRANTY AGAINST CONTINGENT FEES	28
18.	INDEPENDENT CONTRACTOR STATUS	28
19.	INDEMNIFICATION	29
20.	GENERAL INSURANCE REQUIREMENTS	29
	20.1 Evidence of Insurance	29
	20.2 Insurer Financial Ratings	30
	20.3 Failure to Maintain Coverage	30
	20.4 Notification of Incidents, Claims or Suits	30
	20.5 Compensation for County Costs:	31
	20.6 Insurance Coverage Requirements for Subcontractors	31
21.	INSURANCE COVERAGE REQUIREMENTS	31
	21.1 General Liability insurance	31
	21.2 Automobile Liability	31
	21.3 Workers' Compensation and Employers' Liability	31
	21.4 Professional Liability insurance	32
22.	LIQUIDATED DAMAGES	32
23.	COUNTY'S QUALITY ASSURANCE PLAN	33
24.	SUBCONTRACTING	33
25.	PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICATION	35
26.	LIMITATION OF LIABILITY	37
27.	ASSIGNMENT BY CONTRACTOR	37
28.	AUTHORIZATION WARRANTY	38
29.	BUDGET REDUCTIONS	38
30.	COMPLAINTS	38
31.	COMPLIANCE WITH APPLICABLE LAW	39
32.	COMPLIANCE WITH CIVIL RIGHTS LAWS	39
33.	COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM	39
	33.1 Jury Service Program	40
	33.2 Written Employee Jury Service Policy	40
34.	CONFLICT OF INTEREST	41
35.	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST	41
36.	CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS	42
37.	CONTRACTOR RESPONSIBILITY AND DEBARMENT	42
	37.1 Responsible Contractor	42
	37.2 Chapter 2.202 of the County Code	42
	37.3 Non-responsible Contractor	42
	37.4 Contractor Hearing Board	43
	37.5 Subcontractors of Contractor	44

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
38.	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	44
39.	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	44
40.	DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS	45
41.	EMPLOYMENT ELIGIBILITY VERIFICATION	45
42.	FACSIMILE REPRESENTATIONS	46
43.	FAIR LABOR STANDARDS	46
44.	GOVERNING LAW, JURISDICTION, AND VENUE	46
45.	MOST FAVORED PUBLIC ENTITY	46
46.	NONDISCRIMINATION AND AFFIRMATIVE ACTION	46
47.	NON EXCLUSIVITY	48
48.	NOTICE OF DELAYS	48
49.	NOTICE OF DISPUTE AND DISPUTE RESOLUTION PROCEDURE	48
50.	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	50
51.	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	50
52.	NOTICES	50
53.	PROHIBITION AGAINST INDUCEMENT OR PERSUASION	50
54.	PUBLIC RECORDS ACT	51
55.	PUBLICITY	51
56.	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT	52
57.	RECYCLED BOND PAPER	54
58.	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	54
59.	TERMINATION FOR CONVENIENCE	54
60.	TERMINATION FOR DEFAULT	55
61.	TERMINATION FOR IMPROPER CONSIDERATION	57
62.	TERMINATION FOR INSOLVENCY	57
63.	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE	58
64.	TERMINATION FOR NON-APPROPRIATION OF FUNDS	58
65.	VALIDITY	59
66.	FORCE MAJEURE	59
67.	WAIVER	59

TABLE OF CONTENTS

EXHIBITS

A STATEMENT OF WORK
B PRICE MATRIX
C COUNTY'S ADMINISTRATION
D CONTRACTOR'S ADMINISTRATION
E CONTRACTOR'S EEO CERTIFICATION
F EXEMPLARY SUBCONTRACT (REQUIRED SUBCONTRACT PROVISIONS)
G CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
H JURY SERVICE ORDINANCE
I SAFELY SURRENDERED BABY LAW
J CUSTOM PROGRAMMING MODIFICATION REQUEST FORM
K COMMUNITY BUSINESS ENTERPRISE (CBE) FORM
L NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT (IRS NOTICE 1015)
M INVOICE DISCREPANCY REPORT

This Agreement ("Agreement") is entered into on this _____ of _____, 2007 by and between the County of Los Angeles ("County") and Data Information Management Systems, Inc. a California corporation ("Contractor"). County and Contractor are sometimes hereinafter referred to collectively as the "Parties" and each individually as a "Party."

RECITALS

WHEREAS, County, through its Department of the Registrar-Recorder/County Clerk ("RR/CC") requires maintenance and support services (the "Services") for County's Voter Information Management System ("VIMS");

WHEREAS, the County may contract with private businesses for Services when certain requirements are met; and

WHEREAS, Contractor owns certain proprietary software necessary to manage VIMS and possesses the necessary skills, knowledge, technical competence and sufficient staffing to provide VIMS the Services.

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

AGREEMENT

1. AGREEMENT AND INTERPRETATION

1.1 Agreement

This base document, together with Exhibits A, B, C, D, E, F, G, H, I, J, K, L and M, set forth below, attached hereto and incorporated herein by this reference, collectively constitute and throughout and hereinafter are referred to as the "Agreement", which is the complete and exclusive statement of understanding between the parties and supercedes any and all prior or contemporaneous agreements, written or oral, and all communications between the parties relating to the subject matter of the Agreement.

1.2 Interpretation

In the event of a conflict or inconsistency in the definition or interpretation of any provision, 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 - Price Matrix
1.2.3 Exhibit C - County's Administration
1.2.4 Exhibit D - Contractor's Administration
1.2.5 Exhibit E - Equal Employment Opportunity EEO Certification
1.2.6 Exhibit F - Exemplary Subcontract (Required Subcontract Provisions)
1.2.7 Exhibit G - Contractor Employee Acknowledgement and Confidentiality Agreement
1.2.8 Exhibit H - Jury Service Ordinance
1.2.9 Exhibit I - Safely Surrendered Baby Law
1.2.10 Exhibit J - Custom Programming Modification Request Form
1.2.11 Exhibit K - Community Business Enterprise (CBE) Form
1.2.12 Exhibit L - Notice to Employees Regarding the Federal Earned Income Credit (IRS Notice 1015)
1.2.13 Exhibit M - Invoice Discrepancy Report

1.3 Definitions

The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

1.3.1 "Acceptance" as used herein shall mean County's written approval of any Tasks, subtasks, Deliverables, goods, Services or other work provided by Contractor to County.

1.3.2 "Acceptance Test" as used herein shall mean any one of the tests described in the Agreement including Exhibit A (Statement of Work).

1.3.3 "Agreement" and "Contract" as used interchangeably herein shall have the same meaning as set forth in Subparagraph 1.1 (Agreement).

1.3.4 "Board" as used herein shall mean the Board of Supervisors of the County of Los Angeles.

1.3.5 "Contract Sum" as used herein shall have the same meaning as set forth in Paragraph 7 (Contract Sum).

1.3.6 "Contractor's Key Personnel" as used herein shall have the same meaning as set forth in Subparagraph 3.3.2.

1.3.7 "Contractor Project Director" as used herein shall have the same meaning as set forth in Subparagraph 3.1 (Contractor's Project Director).

1.3.8 "Contractor Project Manager" as used herein shall have the same meaning as set forth in Subparagraph 3.2 (Contractor's Project Manager).

1.3.9 "Core Application Software" as used herein shall mean all Core Application Software, modifications, custom programming modifications supplied by Contractor pursuant to this Agreement.

1.3.10 "County" as used herein shall have the same meaning as set forth in the Recitals.

1.3.11 "County Product" as used herein, shall have the same meaning as set forth in Subparagraph 14.1.

1.3.12 "County Project Director" as used herein shall have the same meaning as set forth in Subparagraph 2.1 (County's Project Director).

1.3.13 "County Project Manager" as used herein shall have the same meaning as set forth in Subparagraph 2.2 (County's Project Manager).

1.3.14 "Custom Programming Modifications" as used herein shall mean those software modifications, object code and related documentation which County may request, and which Contractor shall provide, in accordance with Task 4 (Custom Programming Modifications) of Exhibit A (Statement of Work).

1.3.15 "Day(s)" whether capitalized or not, shall mean calendar day(s), not business or working days, unless otherwise specified.

1.3.16 "Deficiency(ies)" as used herein shall mean and include defects in design, materials, or workmanship; error(s); omissions; deviations from published or mutually agreed upon standards, any of the Specifications or any County-approved Deliverables; or other problems which result in the system not performing in accordance with the provisions of this Agreement, including the Specifications.

1.3.17 "Deliverable" as used herein shall mean an item and/or a service to be provided by Contractor under this Agreement identified as a numbered Deliverable in Exhibit A (Statement of Work).

1.3.18 "Documentation" as used herein shall mean any and all written materials, including user manuals, operating manuals, quick reference guides, training materials, and all other user instructions

regarding the capabilities, operations, installation for and support of VIMS.

1.3.19 "Effective Date" as used herein shall mean the date of approval of this Agreement by the Board.

1.3.20 "Election" as used herein shall mean any Federal, state or local election conducted by County or its designees that utilizes all or any part of VIMS.

1.3.21 "Election Day" as used herein shall mean the date of any Election as determined by County, or its designee or applicable Federal or state Authorities.

1.3.22 "Extension Year" as used herein shall have the meaning as set forth in Subparagraph 5.2.

1.3.23 "Infringement Claim" as used herein shall have the meaning as set forth in Subparagraph 25.1.

1.3.24 "Initial Term" as used herein shall have the same meaning as set forth in Subparagraph 5.1.

1.3.25 "Interface(s)" as used herein shall mean the hardware and software mechanisms, including source code, object code and related documentation, required to complete the interface(s) referred to in Task 2 (System Interfaces Programming and Execution) of Exhibit A (Statement of Work).

1.3.26 "License" as used herein shall have the same meaning as set forth in Subparagraph 13.2 (License).

1.3.27 "Invoice Discrepancy Report" or "IDR" as used herein shall have the same meaning as set forth in Subparagraph 8.3 (Invoice Discrepancy Report).

1.3.28 "Maintenance Services" as used herein shall have the same meaning as set forth in Task 1 (Support and Maintenance Services) of Exhibit A (Statement of Work).

1.3.29 "Minor Imperfection" as used herein shall have the same meaning as set forth in Subparagraph 9.1 (Deficiencies).

1.3.30 "Option Term" as used herein shall have the same meaning as set forth in Subparagraph 5.3.

1.3.31 "Other Professional Services" as used herein shall have the same meaning as set forth in Subparagraph 11.3 (Other Professional Services).

1.3.32 "Party" or Parties" as used herein shall have the same meaning as set forth in the Recitals.

1.3.33 "Replacement Product" as used herein shall have the same meaning as set forth in Subparagraph 16.1.

1.3.34 "Response Level" as used herein shall have the same meaning as set forth in subtask 1.2 (Help Desk Support) of Exhibit A (Statement of Work).

1.3.35 "Registrar" as used herein shall mean the Director of the Department of the Registrar-Recorder/County Clerk.

1.3.36 "Registrar-Recorder/County Clerk" or "RR/CC" as used herein shall have the same meaning as set forth in the Recitals.

1.3.37 "Statement of Work" or "SOW" as used herein shall mean Exhibit A attached to this Agreement, which includes Tasks, subtasks, and Deliverables required under this Agreement.

1.3.38 "Specifications" as used herein means the specifications for VIMS software and hardware, as applicable, as set forth in this Agreement, the SOW, and any approved work order for Other Professional Services, including Custom Modifications.

1.3.39 "Status Reports" as used herein shall have the same meaning as set forth in Subparagraph 4.4 (Status Reports by Contractor).

1.3.40 "Subcontractor" as used herein shall mean any person, entity, or organization to which Contractor proposes to delegate or has delegated any of its obligations hereunder in accordance with Paragraph 24 (Subcontracting).

1.3.41 "System" as used herein shall mean all System hardware, System software, conversions, Interfaces, and Services described in this Agreement and as otherwise agreed to in writing by Contractor and County pursuant to Paragraph 6 (Change Notices and Amendments), collectively comprising the Voter Information Management System. References to the System may include one or more components or modules thereof or the entire System.

1.3.42 "System Hardware" as used herein shall mean the equipment and other items to operate VIMS functions. References to the System Hardware may include one or more components thereof or all System Hardware in the System.

1.3.43 "System Software" as used herein shall mean all Core Application Software and Operating Software supplied by Contractor pursuant to this Agreement. References to the System Software may include one or more components or modules thereof or all System Software in the System.

1.3.44 "Task" as used herein shall mean one or more major areas of work to be performed under this Agreement and identified as a numbered Task in the SOW.

1.3.45 "Term" as used herein shall have the same meaning as set forth in Subparagraph 5.3.

1.3.46 "Third Party Software" as used herein shall have the mean as set forth in Paragraph 15 (Third Party Software).

1.3.47 "Updates" as used herein shall have the same meaning as set forth in Subparagraph 11.1 (Updates).

1.3.48 "User" as used herein shall mean any person or entity authorized by RR/CC to access or use VIMS.

1.3.49 "Voter Information Management System" or "VIMS" as used herein shall mean all System Hardware, System Software, conversions, Interfaces, and Services described in this Agreement and as otherwise agreed to in writing by Contractor and County pursuant to Paragraph 6 (Change Notices and Amendments), collectively comprising the Voter Information Management System. Reference to VIMS may include one or more components or modules thereof of the entire System.

1.3.50 "Work" as used herein shall mean any and all Tasks, subtasks, Deliverables, Custom Modifications, goods, and other Services performed by or on behalf of Contractor (including by Subcontractors, if any) pursuant to this Agreement, the SOW and all the Exhibits, change orders, and amendments hereto.

2. ADMINISTRATION OF AGREEMENT – COUNTY

A listing of all County Administration referenced in the following paragraphs is designated in Exhibit C (County's Administration). The County shall notify the Contractor in writing of any change in the names or addresses shown.

2.1 County's Project Director

Responsibilities of the County's Project Director include:

2.1.1 Ensuring that objectives of this Agreement are met;

2.1.2 Making changes in the terms and conditions of this Agreement in accordance with Paragraph 6 (Change Notices and Amendments); and

2.1.4 Providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

2.2 County's Project Manager

Responsibilities of the County's Project Manager include:

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

2.2.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

2.2.3 County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

2.3 County's Personnel

All County personnel assigned to this Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County. Contractor hereby represents that its price, maintenance schedule, and performance hereunder are not based on the use of County personnel except as otherwise expressly provided in this Agreement.

3. ADMINISTRATION OF AGREEMENT – CONTRACTOR

3.1 Contractor's Project Director

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

3.1.2 Contractor's Project Director shall be responsible for Contractor's performance of all of Contractor's Tasks and subtasks, delivery of all Deliverables, and ensuring Contractor's compliance with this Agreement.

3.1.3 For the duration of the Initial Term, Contractor's Project Director shall be available to meet and confer with County's Project Director at least quarterly during non-election cycles, and at least bi-weekly during the two-month period prior to any Election Day, either in person or by telephone, to discuss project coordination. Such meetings shall be conducted at a time and place convenient to both County's and Contractor's Project Directors.

3.2 Contractor's Project Manager

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

3.2.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement and for reporting to County in the manner set forth in Subparagraph 4.4 (Status Reports by Contractor).

3.2.3 Contractor's Project Manger shall meet and confer, either in person or by telephone, with County's Project Manager on a regular basis as necessary, but no less frequently than weekly during the two month period prior to, and the one month period following any Countywide Election and as needed by County Project Manager in local elections in which VIMS, or any component thereof, will be used.

3.3 Approval of Contractor Staff

3.3.1 County has the absolute right to approve or disapprove any of the Contractor's staff performing work hereunder and any proposed

changes in the Contractor's staff, including, but not limited to, the Contractor's Project Director and Contractor's Project Manager.

3.3.2 Contractor shall endeavor to assure continuity during the Term of this Agreement. Contractor personnel performing key functions under this Agreement, together with Contractor Project Director and Contractor Project Manager, shall constitute the Contractor's Key Personnel. Contractor shall promptly replace any Key Personnel vacancies with personnel having qualifications a least equivalent to those being replaced.

3.3.3 County's Project Director may require the replacement or removal of any Contractor Key Personnel and may request replacement of any other staff member performing, or offering to perform, Work hereunder. For Contractor Key Personnel, Contractor shall provide County with a resume of each such proposed individual Contractor Key Personnel (or his or her replacement), and an opportunity to interview such person (or his or her replacement) prior to his performing any Work hereunder.

3.3.4 In the event Contractor should need to remove any Contractor Key Personnel from performing Work under this Agreement, Contractor shall provide County with notice at least fifteen (15) Days in advance, except in circumstances in which such notice is not reasonably possible (e.g., a removal for cause or other egregious act) in which event, Contractor shall provide notice as promptly as possible thereafter, and shall Work with County on a mutually agreeable transition plan so as to ensure project continuity.

3.3.5 Contractor shall promptly fill any vacancy in Contractor Key Personnel with individuals having qualifications at least equivalent to those of Contractor Key Personnel being replaced or removed, should any transition plan develop pursuant to Subparagraph 3.3.4 require filling such vacancy (or, alternatively, terminating such position) and subject further to County's Project Director's right to require replacement or removal of such personnel pursuant to Subparagraph 3.3.3.

3.3.6 All staff employed by and on behalf of Contractor (a) shall be (i) adults, or (ii) students working pursuant to general academic or student enrichment or intern programs that are consistently applied, and (b) shall be legally eligible to work. All Contractor Key Personnel and all other members of Contractor's staff who have direct contact with County (either by telephone, by electronic or written correspondence, or in person) shall be fully fluent in both spoken and written English.

3.4 Confidentiality

3.4.1 Neither Party will use or disclose the other Party's Confidential Information without the other Party's prior written consent. "Confidential Information" means, as to Contractor, the System Software and, as to either Party, any information designated as confidential by the Party when or before it is disclosed. This paragraph does not apply to information (a) after it becomes publicly known through no fault of the receiving Party, (b) already rightfully in the receiving Party's possession when received, (c) developed by the receiving Party without the use of the other Party's Confidential Information or (d) required to be disclosed by law so long as the other Party is given immediate notice of the request or order that the information be disclosed and the fullest opportunity under law to prevent or limit the disclosure. Each Party acknowledges that its breach of this Section 3.4 may cause the other Party substantial and irreparable harm for which the other Party would be entitled to equitable relief in addition to any available legal remedies. Each Party hereby waives any requirement to post bond or provide other security as a condition to receiving such equitable relief.

3.4.2 Each Party shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Agreement.

4. WORK

4.1 General

Contractor shall complete and deliver to County on a timely basis, all Tasks, subtasks, Deliverables, goods, services, and other Work as set forth in this Agreement. Contractor acknowledges that it must complete all work required under this Agreement in a timely manner and in accordance with the requirements and Specifications set forth in the SOW.

4.2 Approval of Work

Contractor shall complete and deliver all Tasks, subtasks, Deliverables, goods and services in accordance with the requirements and Specifications set forth in the SOW, and must have written approval of County's Project Director. Written approval by the County's Project Director shall not be unreasonably delayed. In no event shall County be liable or responsible for any payment prior to such written approval.

4.3 Gratuitous Work

If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.4 Status Reports by Contractor

In order to control expenditures and to ensure the reporting of all Tasks, subtasks, Deliverables, goods, services, and other Work provided by Contractor, Contractor's Project Director shall provide County's Project Director and County's Project Manager with written "Status Reports" as described in the SOW, which shall include the following information:

4.4.1 Period covered by the report.

4.4.2 Overview of the reporting period.

4.4.3 Tasks, subtasks, Deliverables, goods, services and other Work scheduled for the reporting period which were not completed.

4.4.4 Tasks, subtasks, Deliverables, goods, services and other Work for the reporting period which were completed.

4.4.5 Tasks, subtasks, Deliverables, goods, services and other Work completed in the reporting period which was not scheduled.

4.4.6 Tasks, subtasks, Deliverables, goods, services and other Work to be completed in the next reporting period.

4.4.7 Issues to be resolved.

4.4.8 Issues resolved.

4.4.9 Summary of project status as of reporting date.

4.4.10 Updated milestone chart if necessary.

4.4.11 Any other information that County may from time-to-time reasonably require.

5. TERM

5.1 The "Initial Term" of this Agreement shall be effective February 10, 2007 or upon approval by County's Board of Supervisors, whichever is later, and

will run for five (5) consecutive years, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.

5.2 County authorizes the Registrar, or her designee, to exercise at her sole discretion, upon notice to Contractor, the option to extend this Agreement up to three (3) additional one-year periods ("Extension Year").

5.3 As used herein and except where expressly stated to the contrary, the "Term" shall mean the Initial Term, and if extended, each Extension Year ("Option Term"), as the case may be.

5.4 County further authorizes Registrar, or her designee, at her discretion, to authorize month-to-month extensions for a period not to exceed six (6) months, at the end of the Initial Term or each Extension Year, if exercised. Contractor agrees that such extension(s) shall be at the same rate(s), terms and conditions.

5.5 County shall notify Contractor of any determination to extend this Agreement not less than thirty (30) Days before any extension period is to begin.

5.6 Contractor shall notify RR/CC when this Agreement is within six (6) months from the expiration of the term as provided fore hereinabove. Upon occurrence of this event, the Contractor shall send written notification to RR/CC at the address herein provide in Exhibit C (County's Administration).

6. CHANGE NOTICES AND AMENDMENTS

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

6.2 Except as otherwise provided herein, for any change which materially affects the scope of work, Term, Contract Sum, payments, or any Term or condition included under this Agreement, an Amendment shall be prepared and executed by the Contractor and by County's Board of Supervisors.

6.3 The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the Term of this Agreement. The 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 changes, an Amendment to the Agreement shall be

prepared and executed by the Contractor and by the Registrar, or her designee.

6.4 The Registrar may, at her sole discretion, authorize extensions of time as defined in Paragraph 5 (Term). The Contractor agrees that such extensions of time shall not change any other term or condition of this Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Agreement shall be prepared and executed by the Contractor and by the Registrar, or her designee.

7. CONTRACT SUM

7.1 The "Contract Sum" under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all Tasks, subtasks, Deliverables, goods, services and other Work specified under this Agreement. All work completed by Contractor must be approved in writing by County, which approval shall not be unreasonably withheld. If County does not approve work in writing, no payment shall be due to Contractor for that work. The Contract Sum for this Agreement, including all applicable taxes, authorized by County hereunder is allocated as follows: Three Million, Four Hundred Thousand Dollars ($3,400,000) for maintenance services; plus Six Hundred Fifty-six Thousand Two Hundred Fifty dollars ($656,250) for Other Professional Services; plus Sixty Thousand Dollars ($60,000) for Training services for the Term of this Agreement, for a total Contract Sum of Four Million, One Hundred Sixteen Thousand Two Hundred Fifty dollars ($4,116,250).

7.2 VIMS maintenance fee and other applicable rates for the Term of the Agreement are set forth in Exhibit B (Price Matrix). Registrar, or her designee, at her sole discretion, may transfer funding amounts, up to 20 percent (20%) of the total Contract Sum, between service components as needed to ensure the provision of service needs.

7.3 In addition to the provisions set forth in this Paragraph 7 (Contract Sum), Registrar, or her designee, may increase the Contract Sum up to a maximum of 10 percent (10%) of the total Contract Sum over the Term of the Agreement, including any extensions thereof if exercised, to ensure the provision of Services.

7.4 The Contract Sum may be adjusted in the Option Term 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. However, any increase shall not exceed the general salary movement granted to County

employees as determined by the Chief Administrative Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, Contractor acknowledges there shall be no corresponding adjustment to the fees for Maintenance Services, training or to the hourly rate for Other Professional Services. Notwithstanding the foregoing, if Contractor, reasonably and in good faith determines that the service level and man-hours required to provide Maintenance Services have materially increased, Contractor may request that the Maintenance Fee, but not the hourly rate for Other Professional Services, be adjusted to reflect such required increased service level support, which adjustment may be in excess of the increase that would otherwise be applicable pursuant to such consumer price index adjustment (as the same may be adjusted to reflect the general percentage salary change applicable to County employees). Should Contractor desire to adjust either the Maintenance Fee pursuant to this Subparagraph 7.4, Contractor will submit such proposed adjustment, including the basis for calculating such adjustment and any supporting documentation and analysis, to County's Project Director no later than ninety (90) Days prior to the end of the current Extension Year. If County's Project Director disagrees with the amount of such proposed adjustment, County's Project Director will notify Contractor within thirty (30) Days of County's receipt of Contractor's proposed adjustment, which County notice will include County's proposed adjustment, and the basis for such determination, pursuant to this Subparagraph 7.3. Upon receipt of County's response and proposed adjustment, if the Parties fail to agree on the amount of such adjustment, either Party may, upon notice to the other Party, submit the matter for dispute resolution pursuant to Paragraph 49 (Notice of Dispute and Dispute Resolution Procedure). During the dispensation of any dispute resolution pursuant to Paragraph 49 (Notice of Dispute and Dispute Resolution Procedure), County may elect to continue Services for the applicable ensuing Extension Year upon notice to Contractor and payment of any undisputed amount, as applicable.

7.5 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

7.6 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent

(75%) of the total Contract Sum authorized under this Agreement. Upon occurrence of this event, the Contractor shall send written notification to RR/CC at the address herein provided in Exhibit C (County's Administration).

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

8. INVOICES AND PAYMENTS

8.1 Approval of Invoices

All invoices submitted by Contractor for payment must have the written approval of County's Project Director prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval.

8.2 Submission of Invoices

Contractor shall invoice County monthly for completion of Tasks, subtasks, Deliverables, goods and services and other work which are specified in this Agreement or Exhibit A (Statement of Work), and which have been approved in writing by County pursuant to Subparagraph 8.1 (Approval of Invoices). With regard to Software Maintenance Services, Contractor shall invoice the County annually in advance, except that the first invoice shall be prorated for the period commencing upon execution of this Agreement. All invoices and supporting documents under this Agreement shall be submitted in duplicate to the following address:

Registrar-Recorder/County Clerk
Financial Services
12400 Imperial Hwy, Room 7211
Norwalk, CA 90650
Attn: Fiscal Officer
562-462-2680

Each invoice submitted by Contractor shall include:

8.2.1 The Agreement number under which services were performed.

8.2.2 The Tasks, subtasks, Deliverables, goods, services or other Work as described in the SOW for which payment is claimed;

8.2.3 The billing period;

8.2.4 Contractor's State of California Sales and Use Tax permit number, when applicable);

8.2.5 Contractor discount, when applicable;

8.2.6 The net amount due;

8.2.7 Indication of any applicable withhold amount for payments claimed or reversals thereof.

8.2.8 Indication of any applicable credits due to County under the terms of this Agreement or reversals thereof, including credits for any liquidated damages assessed in accordance with Paragraph 22 (Liquidated Damages).

8.2.9 Any other information requested by County's Project Director.

8.3 Invoice Discrepancy Report

County's Project Director or designee shall review all invoices for any Discrepancies and issue an "Invoice Discrepancy Report" ("IDR"), a sample of which is attached hereto as Exhibit M and incorporated herein by this reference, to Contractor within fifteen (15) Days of receipt of invoice if payment amounts are disputed. Contractor shall review the disputed charges and send a written explanation reasonably detailing Contractor's objection to the IDR within ten (10) Days of receipt of the IDR from County's Project Director. If County's Project Director does not receive a written response within ten (10) Days of County's notice to Contractor of an IDR, then County payment will be made, less the disputed charges. Notwithstanding any partial payments made by County, provided Contractor has timely responded to the IDR as set forth above, Contractor retains its right to seek payment, pursuant to Paragraph 49 (Notice of Dispute and Dispute Resolution Procedure), for any unpaid disputed portion of any invoice. If Contractor does not respond with a written objection to the IDR within the ten (10) Day period set forth above, Contractor waives its right to dispute the IDR and the partial payment by County.

8.4 Sales/Use Tax

The Contract Sum and any amounts invoiced by Contractor to County pursuant to this Subparagraph 8.4 (Sales/Use Tax) shall be deemed to include all amounts necessary for County to reimburse Contractor for all applicable California and other state and local sales/use taxes applicable to Hardware or Software components for VIMS. All applicable California sales/use taxes shall be paid directly by Contractor to the state or other taxing authority. Contractor will be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from, any and all other California and other state and local sales/use tax on all other items (including Custom Programming Modifications, installation, maintenance, etc.) and shall pay such tax directly to the state or other taxing authority. County shall cooperate with and assist Contractor, at Contractor's expense, in connection with any claim, action, or lawsuit to which the above indemnity applies, including asserting all defenses, claims, or counterclaims reasonably requested by Contractor, including that of sovereign immunity.

8.5 County's Right to Withhold

Notwithstanding any other provision of this Agreement, and in addition to any rights of County provided in this Agreement, or at law or in equity, County may, upon notice to Contractor, withhold payment for any Work while Contractor is in default hereunder, or at any time that Contractor has not provided County approved Work, except that County shall not withhold payment that was already approved before Contractor entered default or failed or provide approved Work.

9. DEFICIENCIES

9.1 Deficiencies

As used herein, the term "Deficiency" shall mean and include, as applicable to any Work provided by or on behalf of Contractor to County: any malfunction, error, or defect in the design, development, or implementation of Work; any error or omission, or deviation from the Specifications or from published or mutually agreed upon industry standards, or any other malfunction or error, including the provision of negligent or substandard workmanship, which results in VIMS or any part thereof, not performing in accordance with the provisions of this Agreement, including the SOW, as determined by County's Project Director, in his reasonable judgment.

County shall also be entitled to the correction of Deficiencies which do not affect the performance of VIMS, or to any material extent ("Minor

Imperfection"), provided, however, that the failure by Contractor to remedy such Minor Imperfection, so long as Contractor diligently continues to attempt to remedy such Minor Imperfection, shall not be deemed a breach of this Agreement unless the cumulative effect of such Minor Imperfections is material to the performance of VIMS.

9.2 Corrective Measures

County's Project Director shall notify Contractor in writing, or if not practicable, orally (with written notice to follow within three (3) Days) to either Contractor's Project Director or Project Manager, of any Deficiency. Upon a notice from County or Contractor's discovery of a Deficiency, Contractor shall promptly commence corrective measures to remedy such Deficiency. Contractor shall diligently continue to remedy such Deficiency, including Minor Imperfection to its utmost capabilities. Contractor acknowledges that it may be required to repair, replace or reinstall all or any part of VIMS that is defective, including Hardware, Software, or other material, or create an Update, in order to remedy a Deficiency.

9.3 Approval

No Deficiency shall be deemed remedied until all necessary remedial action has been completed and approved in writing by County's Project Director, which approval shall not be unreasonably withheld.

10. WARRANTIES

10.1 Contractor hereby represents and warrants to County that the VIMS System Software and Hardware, as applicable, shall perform in accordance with the Specifications set forth in the SOW, this Agreement, and any related documentation, including any exhibits, change orders, or amendments thereto, commencing the Effective Date until the expiration date of this Agreement, including any Extension period thereafter.

10.2 Contractor represents and warrants that (a) Contractor has the full power and authority to grant the License and all other rights granted by this Agreement to County, (b) no consent of any other person or entity is required by Contractor to grant such rights other than consents that have been obtained and are in effect, (c) County is entitled to use software without interruption of the system use, subject only to County's obligation to make the required payments and compliance with the terms of any applicable license agreement, (d) this Agreement and any applicable software, licensed or acquired herein, are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Contractor's creditors, (e) during the Term, Contractor shall not subordinate this Agreement or any of it's rights

hereunder to any third party without the prior written consent of County, and without providing in such subordination instrument for non-disturbance of County's use of VIMS, and any part thereof in accordance with this Agreement, and (f) neither the performance if this Agreement by Contractor, nor the license to, and use by, County and it's users of VIMS in accordance with this Agreement will in any way violate any non-disclosure Agreement, nor constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, or other rights of any third party nor constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, or other rights of any third party.

10.3 All Tasks, subtasks, Deliverables, goods and services, and other Work shall be performed in a timely and professional manner by experienced, qualified and, if appropriate, licensed or certified personnel.

10.4 Contractor shall, in the performance of all Work strictly comply with the descriptions and representations (including Deliverable Documentation, performance capabilities, accuracy, completeness, characteristics, Specifications, configurations, standards, functions and requirements) as set forth in the SOW.

10.5 Contractor shall supply sufficient staff to discharge its responsibilities here under in a timely and efficient manner, including as required to comply with Contractor's obligation under this Agreement, including the SOW.

10.6 All documentation developed under this Agreement shall be uniform in appearance.

11. MAINTENANCE, UPDATES, AND PROFESSIONAL SERVICES

11.1 Maintenance and Support Services

In exchange for County's payment of the annual Software maintenance fee and upon the Effective Date of this Agreement, Contractor shall provide on-site support and maintenance services for VIMS. Maintenance Services shall include the correction of any and all Deficiencies, including Minor Imperfections that occur during the Term. Correction of such Deficiencies shall be at no additional cost to County beyond the Maintenance Fee, as established in Exhibit B (Price Matrix). If any component of VIMS requires Maintenance Services, Contractor shall endeavor reasonably to provide such services at County's location, provided that, if the Contractor determines it necessary to replace any component, or repair any component at Contractor's facility, Contractor shall pay all shipping costs, and shall provide full replacement value

insurance, in connection with the retrieval from, and the return to County's facilities of such component. In addition, upon the reasonable request of County's Project Director, Contractor will deliver to County a replacement or temporary item prior to removing the item requiring Maintenance Services.

11.2 Updates

Maintenance Services include any upgrades, updates, enhancements, revisions, improvements, bug fixes, patches, and modifications, other than Custom Programming Modifications, to VIMS, in whole or in part, and any updates or modifications required during the Term in order for VIMS to remain in compliance with applicable federal or state laws and regulations (collectively, "Updates"), which shall be provided by Contractor to County at no additional cost beyond the Maintenance fee, as applicable. Any update(s) delivered by Contractor to County shall be deemed a part of and shall be included in such software licensed to County pursuant to this Agreement. Contractor shall support VIMS Software and all components provided and approved pursuant to this Agreement, including any Updates and Custom Programming Modifications, installed at any County facility, or licensed to County hereunder, for the Term.

Notwithstanding the foregoing paragraph, the County and Contractor agree that during the Warranty and so long as maintenance is renewed, if any Contractor software product fails to perform as warranted Contractor will replace or repair it at no charge to the County. However, updates due to a change in law to otherwise properly functioning products, Contractor will provide updates to properly functioning software and firmware (but not to hardware) at no additional charge to comply with a change in law. However, Contractor will charge to replace or refit any hardware that is properly functioning but must be updated to comply with a change in law. Also, if firmware embedded in hardware is to be updated for any reason, Contractor will deliver the new firmware at no additional charge with instructions for installation. But any installation requested of Contractor would be subject to an additional charge

11.3 Other Professional Services

11.3.1 Upon the written request of County's Project Director made at any time and from time to time during the Term, Contractor shall provide to County "Other Professional Services," including additional training, on-site support beyond that which is deemed required Maintenance Services pursuant to this Subparagraph 11.3 (Other Professional Services), or Exhibit A (Statement of Work), and customizations or modifications to VIMS Software that are requested by County's Project Director in order to create new

functionality and customizations not required of Contractor by the SOW or included as part of Maintenance Services (such customizations or modifications are collectively referred to as "Custom Programming Modifications").

11.3.2 All Other Professional Services, including Custom Programming Modifications, shall be provided by Contractor (i) if hourly work, at the hourly rate set forth in Exhibit B (Price Matrix), as adjusted for any Extension Year pursuant to Subparagraph 7.4, or (ii) if flat rate or per diem work, including additional training or certain on-site support, at the then current published rate for such Other Professional Services, which as of the Effective Date, are as set forth in Exhibit B (Price Matrix), the price of which flat rate services may be modified from time-to-time upon ninety (90) Days prior notice to County, plus in each instance the cost of any applicable materials.

11.3.3 Upon County's request for Other Professional Services, Contractor shall provide County, within seven (7) Days of receipt of such request, a written quotation of a maximum fixed price, which shall include Contractor staff level recommended, estimated man-hours for completion of the requested Other Professional Services, if applicable, and the cost of any applicable materials. Contractor's quotation shall be valid for sixty (60) Days from the date of its submission. In the event the requested Other Professional Services are completed by Contractor for an amount less than the quoted price, County shall owe Contractor the lesser of the maximum fixed price quoted to County, or the actual cost of completion. Approval of Other Professional Services, and payment therefore shall be in accordance with Paragraph 4 (Work) and Paragraph 8 (Invoices and Payments), respectively, of this Agreement.

11.3.4 Should the cumulative price for all approved and proposed Other Professional Services exceed the dollars available for Other Professional Services, Contractor shall not be required to provide the proposed Other Professional Services unless County modifies Paragraph 7 (Contract Sum), pursuant to Paragraph 6 (Change Notices and Amendments) to increase the Contract Sum by the amount of the excess proposed Other Professional Services.

11.3.5 Upon completion, delivery and acceptance by County of any Custom Programming Modifications, such Custom Programming Modifications shall become part of and be included as VIMS Software, as applicable.

12. SYSTEM TESTS AND ACCEPTANCE BY COUNTY

12.1 General

Each update or modification, whichever the case may be, shall achieve Acceptance by County when Contractor has completed the applicable Deliverable(s) and County's Project Director has approved in writing, as to the Acceptance Testing of Exhibit A (Statement of Work) and the System has operated thereafter for thirty (30) consecutive Days of production use with no Deficiencies as determined in the sole judgment of County's Project Director, in accordance with the Specifications and all provisions of this Agreement.

12.2 Installation Tests

Contractor shall conduct installation tests on each upgrade or modification to the System in accordance with Exhibit A (Statement of Work). Contractor shall give County notice of each of the installation tests, and designated representatives of County may observe the installation tests and verify the results as County deems necessary or appropriate. Upon satisfactory completion of each of the installation tests, Contractor shall deliver to County a written certification of completion of the applicable installation test.

12.3 Acceptance Tests

After Contractor delivers to County the certification of completion of the applicable installation tests, County shall begin its testing to perform, with the active assistance of Contractor, the following tests (individually, an "Acceptance Test" and collectively, the "Acceptance Tests"), as also described in Exhibit A (Statement of Work), as to the applicable project:

12.3.1 "Initial System Component Test" to determine whether each System component has been properly installed and is working in accordance with all applicable Specifications;

12.3.2 "Integrated System Component Test" to determine whether each System component interfaces and integrates with other System components already installed and whether each such System component can be used in the approved operating configuration and operates in accordance with all applicable Specifications and this Agreement;

12.3.3 "Final System Test" to ensure that all System components of the project and of all previous updates and modifications interface and integrate with System and each other in the approved operating

configuration and operate in accordance with all applicable Specifications and this Agreement.

12.4 Failed Acceptance Testing

If County's Project Director makes a good faith determination that a System component has not successfully completed an Acceptance Test, County's Project Director shall promptly notify Contractor in writing of such failure, specifying with as much detail as possible the manner in which the System component or System failed to pass the applicable Acceptance Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs and modifications to the System component or the System as will permit the System component and the System to be ready for retesting. Contractor shall notify County's Project Director when such corrections, repairs and modifications have been completed, and the Acceptance Tests shall begin again. If, after the applicable Acceptance Test has been completed for a second time, County's Project Director makes a good faith determination that the System component or System again fails to pass the applicable Acceptance Test, County's Project Director shall promptly notify Contractor in writing, specifying with as much detail as possible the manner in which the System component or System failed to pass the applicable Acceptance Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs and modifications to the System component or the System as will permit the System component and the System to be ready for retesting. Such procedure shall continue until such time as County notifies Contractor in writing either: (i) of the successful completion of such Acceptance Test or (ii) that County has concluded in its sole judgment that satisfactory progress toward such successful completion is not being made, in which latter event County shall have the right, in County's sole judgment, to terminate this Agreement in accordance with Paragraph 60 (Termination for Default), as a non-curable default with respect to (i) one or more System components, or (ii) if County believes the failure to pass the applicable Acceptance Test materially affects the function or desirability to County of the System as a whole, the entire Agreement.

12.5 Certification of Completion

After County's Project Director has determined that the System has achieved Final Project Acceptance, as set forth in Subparagraph 12.1, County shall within thirty (30) Days issue a written certificate of completion.

13. OWNERSHIP, LICENSE

13.1 Ownership

13.1.1 VIMS Software provided to County pursuant to this Agreement, other than Third Party Software, shall remain the property of Contractor, and all such software is subject to the License granted to County pursuant to Subparagraph 13.2 (License). Third Party Software shall remain the property of, and is subject to the licenses granted by its third party owner.

13.1.2 Subject only to Contractor's rights and the rights of the owners of any Third Party Software in their intellectual property that is contained within VIMS, if any (*e.g.* to the extent VIMS contains any embedded firmware), upon acceptance of any new, modified or Optional components to VIMS, or any, as applicable, title to such components delivered prior to such date and approved and accepted by County in accordance with the terms of this Agreement shall pass to County, and County owns all right, title and interest in such components, provided, however, all VIMS Software and any and all of its derivatives shall remain the sole property of Contractor.

13.2 License

13.2.1 Contractor grants to County, effective as of the Effective Date, a license for five (5) years with an option to extend this Agreement for up to three (3) additional one-year periods, for all users, unrestricted except as expressly restricted in this Agreement (the "License"):

13.2.2 To use VIMS on an unlimited number of computers, servers, local area networks and wide area networks, for an unlimited number of users. The use of certain Third Party Software shall be subject to limitations as set forth in Paragraph 15 (Third Party Software). This includes, but is not limited to, use by any and all cities, unincorporated areas and other governmental agencies that County may allow to access VIMS.

13.2.3 Contractor warrants (1) that it has full power and authority to grant the License and all other rights granted by this Agreement to County, (2) that no consent of any other person or entity is required by Contractor to grant such rights other than consents that have been obtained and are in effect, and (3) that neither the performance of this Agreement by Contractor, nor the license to, and use by, County and its users of VIMS or any part thereof in

accordance with this Agreement will any way violate any non-disclosure agreement, nor constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, or other rights of any third party.

14. OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

14.1 Except for the VIMS Software and any derivatives thereof, County shall be the sole owner of all rights, title and interest, including copyright, in and to all software, plans, reports, acceptance test criteria, acceptance test plans, the SOW, departmental procedures and processes, data, diagrams, facilities, tools, and information developed by County or by Contractor pursuant to and for delivery to County under the Agreement (hereafter "County Product") which are originated or created through the Contractor's work pursuant to this Agreement.

14.2 Except for the VIMS Software and any derivatives thereof, Contractor shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's rights, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Agreement.

14.3 During the Term of this Agreement and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Agreement. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Agreement, any and all such working papers and all information contained therein.

14.4 To the extent that such County Product developed by Contractor may be made generally applicable to the provision of election systems and services, Contractor is hereby granted a perpetual, nonexclusive, and irrevocable license to use such County Product, including the right to modify, reproduce, make derivative works from, and sublicense, so long as such use does not reveal confidential material of County.

14.5 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Agreement, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

14.6 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.

14.7 Notwithstanding any other provision of this Agreement, the County will not be obligated to the Contractor in any way under Subparagraph 14.6 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Subparagraph 14.5 or for any disclosure which the County is required to make under any state or federal law or order of court.

14.8 All the rights and obligations of this Paragraph 14 shall survive the expiration or termination of this Agreement.

15. THIRD PARTY SOFTWARE

15.1 Certain System Software, being the Operating Software and no other software (herein "Third Party Software"), is owned by third parties, and Contractor represents and warrants that it has not modified and will not modify, nor does Contractor have any need to modify, such Third Party Software in order for the System to fully perform in accordance with all requirements of this Agreement. Contractor represents and warrants that it does not have any license or other right to modify such Third Party Software and that such Third Party Software shall be provided to County in the same unmodified form as received by Contractor from the applicable third party. Contractor represents and warrants that such Third Party Software shall, together with the remainder of the System Software, fully satisfy all requirements of the Agreement without the need for any modification of the Third Party Software by Contractor or otherwise.

15.2 County acknowledges that it may have to execute certain third party license agreements in respect to the Third Party Software. These third party license agreements shall be at no cost to County and shall include reasonable terms and conditions as determined by County. To the extent that any such third party license agreement conflicts with this Agreement as it applies to County's right to use the System Software or modify the System Software (other than the Third Party Software), Contractor shall take all necessary action and pay all sums required to provide County with all the rights to use and modify the System Software (excluding modification of the Third Party Software) afforded by this Agreement. Contractor warrants that whether or not such third party license agreements are required of County, County shall receive licenses of all of the Third Party Software that will allow use of the System Software in accordance with all of the terms of this Agreement. Without limiting the

foregoing, Contractor shall be responsible for acquiring for and delivering to County, at the cost of Contractor, licenses permitting the use of all other Third Party Software for an unlimited number of users, which licenses do not in any way limit County's rights pursuant to Subparagraph 13.2 (License).

15.3 In the event it nonetheless becomes necessary to modify such Third Party Software to satisfy any of the requirements of this Agreement, Contractor shall promptly, at no cost to County, either: (1) obtain a license from the appropriate third party which shall enable Contractor to modify such Third Party Software, and Contractor shall provide all necessary modifications or (2) to the extent that Contractor is unable to obtain such a license, provide an upgrade or alternative solution, which is functionally equivalent, in County's Project Director's reasonable determination, in lieu of modifying such Third Party Software. If County exercises its option to terminate this Agreement for convenience pursuant to Paragraph 59 (Termination for Convenience), the obligations of Contractor as set forth in this Paragraph 15 shall be null and void. Nothing herein shall require Contractor to pay for a new release, version, or revision of Third Party Software, which is not otherwise provided under maintenance and support.

16. CONTINUOUS PRODUCT SUPPORT

16.1 If, with prior written consent of County in accordance to Paragraph 27 (Assignment by Contractor), Contractor assigns or transfers this Agreement to a permitted assignee and subsequent to such assignment, VIMS Software as applicable, is not supported to at least the same level that Contractor supported VIMS, as determined by County's Project Director (because, for example, Contractor's permitted assignee chooses to support other products in preference to the products licensed herein), County, at its option, may elect to transfer the License, without cost or penalty, to another similar product ("Replacement Product") within Contractor's permitted assignee's product offering. The assignee, by taking benefit (including acceptance of any payment under this Agreement) shall be deemed to have ratified this Agreement. All terms and conditions of this Agreement shall continue in full force and effect for the Replacement Product. In addition, the following terms and conditions shall apply if County elects to transfer the license to a Replacement Product;

16.2 Any prepaid maintenance and support for VIMS shall transfer in full force and effect for the balance of the Replacement Product's maintenance and support term (or equivalent service) at no additional cost. If the prepaid moneys are greater than the Replacement Product's maintenance and

support fee for the same term, the credit balance shall be applied to future maintenance and support fees or returned to County, at County's option;

16.3 Any and all modules offered separately, and needed to match the original VIMS Software, or any component thereof, level of functionality, as determined by County's Project Director shall be supplied by Contractor's permitted assignee without additional cost or penalty, and shall not affect the calculation of any maintenance and support fees;

16.4 All County users and support personnel shall receive reasonable training for purposes of learning the Replacement Product. Training shall be provided at no additional cost to County or users; all License terms and conditions shall remain as granted herein with no additional fees imposed on County; and the definition of VIMS, as applicable, shall then include the Replacement Product.

17. WARRANTY AGAINST CONTINGENT FEES

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

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

18. INDEPENDENT CONTRACTOR STATUS

18.1 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.

18.2 County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor, including any Subcontractor personnel engaged directly or indirectly by Contractor in connection with Contractor's performance under this Agreement.

18.3 Contractor understands and agrees that all persons performing Work pursuant to this Agreement are not, for purposes of Workers' Compensation liability, employees of County. County shall not be liable or responsible for furnishing any 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.

18.4 Contractor shall provide to County an executed Contractor Employee Acknowledgment, Confidentiality & Assignment of Rights (Exhibit G) for each employee performing Work under this Agreement and for each Contractor employee having direct contact with County (either by telephone, by electronic or written correspondence, or in person) pursuant to this Agreement. Such agreements shall be delivered to County's Project Director.

19. INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the 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 the Contractor's acts and/or omissions arising from and/or relating to this Agreement.

20. GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County and during the term of this Agreement, the 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 the County. Such coverage shall be provided and maintained at the Contractor's own expense.

20.1 Evidence of Insurance

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

Registrar-Recorder/County Clerk
Contracts Section
12400 Imperial Highway, Room 5203
Norwalk, CA 90650
Attn: Contract Monitor

prior to commencing services under this Agreement. Such certificates or other evidence shall:

- Specifically identify this Agreement;
- Clearly evidence all coverages required in this Agreement;
- Contain the express condition that the 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;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Agreement; and
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the 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.

20.2 Insurer Financial Ratings

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

20.3 Failure to Maintain Coverage

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

20.4 Notification of Incidents, Claims or Suits

Contractor shall report to the 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 the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the 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's Project Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Agreement.

20.5 Compensation for County Costs:
In the event that the 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 the County, the Contractor shall pay full compensation for all costs incurred by the County.

20.6 Insurance Coverage Requirements for Subcontractors
The Contractor shall ensure any and all Subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

- The Contractor providing evidence of insurance covering the activities of Subcontractors, or
- The Contractor providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

21. INSURANCE COVERAGE REQUIREMENTS

21.1 General Liability insurance
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

21.2 Automobile Liability
Automobile Liability 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".

21.3 Workers' Compensation and Employers' Liability
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 the Contractor is responsible. If the 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 the 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

21.4 Professional Liability insurance

Professional Liability insurance covering liability arising from any error, omission, negligent, or wrongful act of Contractor, its officers or its employees with a limit of not less than $1 million per occurrence and $10 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

22. LIQUIDATED DAMAGES

22.1 If, in the judgment of the Registrar, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Registrar, or her designee, at her option, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Registrar, or her designee, in a written notice describing the reasons for said action.

22.2 If the Registrar determines that there are Deficiencies in the performance of this Agreement that the Registrar deems are correctable by the Contractor over a certain time span, the Registrar will provide a written notice to the Contractor to correct the Deficiency within specified time frames. Should the Contractor fail to correct Deficiencies within said time frame, the Registrar may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the monthly Contract Sum; and/or

(b) Deduct liquidated damages. The Parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a Deficiency within the specified time frame. The Parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars ($100) per Day per infraction, and that the Contractor

shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

(c) Upon giving five (5) Days notice to the Contractor for failure to correct the Deficiencies that may result in delay of delivering legally mandated services, the County may correct any and all Deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

22.3 The action noted in Subparagraph 22.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Agreement.

22.4 This Paragraph 22 shall not, in any manner, restrict or limit the County's right to damages for any breach of this Agreement provided by law or as specified in Subparagraph 22.2, and shall not, in any manner, restrict or limit the County's right to terminate this Agreement as agreed to herein.

23. COUNTY'S QUALITY ASSURANCE PLAN

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

24. SUBCONTRACTING

24.1 County has relied, in entering into this Agreement, on the reputation of and on obtaining the personal performance of Contractor itself. Consequently, no performance of this Agreement, or any portion thereof, shall be subcontracted by Contractor without the prior written consent of County as provided in this Paragraph 24. Any agreement (written or oral) by Contractor to subcontract any performance, obligation, or responsibility under this Agreement, without the prior written consent of County, shall be null and void and shall constitute a material breach of this Agreement.

24.2 If Contractor desires to subcontract any portion of its performance, obligations, or responsibilities under this Agreement, Contractor shall make a written request to County for written approval to enter into the particular subcontract. Contractor's request to County shall include:

24.2.1 The reason for the particular subcontract.

24.2.2 A detailed description of the Work to be performed by the proposed subcontractor.

24.2.3 Identification of the proposed subcontractor and a reasonable explanation of why and how the proposed subcontractor was selected.

24.2.4 A draft copy of the proposed subcontract (price and other cost and financial information may be redacted) which shall contain, at a minimum, the provisions set forth in Exhibit F (Exemplary Subcontract). The provisions of Exhibit F (Exemplary Subcontract), or of any approved subcontract agreement between Contractor and a third party may be changed or amended, as applicable, only with the prior written approval of County's Project Director, which approval shall not be unreasonably withheld.

24.2.5 A certificate of insurance from the proposed subcontractor which establishes that the subcontractor maintains all the programs of insurance required by Exhibit F (Exemplary Subcontract).

24.2.6 Any other information and certifications reasonably requested by County.

24.2.7 County will review Contractor's request to subcontract and determine, in its reasonable discretion, whether or not to consent to such request on an individual basis. Without limiting in any way County's prior approval rights, Contractor shall deliver to County's Project Director a fully executed copy of each subcontract entered into by Contractor pursuant to this Paragraph 24 (price and other cost and financial information may be redacted) on or immediately after the effective date of the subcontract but in no event later than the date any Work is performed under the subcontract.

24.3 Notwithstanding any County consent to any subcontracting, Contractor shall remain responsible for any and all performance required of it under this Agreement, including the obligation properly to supervise, coordinate, and perform, all Work required hereunder, and no subcontract shall bind or purport to bind County. Further, County approval of any subcontract shall not be construed to limit in any way Contractor's performance,

obligations, or responsibilities, to County, nor shall such approval limit in any way any of County's rights or remedies contained in this Agreement.

24.4 In the event that County consents to any subcontracting, Contractor shall assure that any Subcontractor personnel shall be immediately removed from the provision of any services under the particular subcontract at the request of County. Further, in the event that County consents to any subcontracting, such consent shall be subject to County's right to cause Contractor to terminate, in whole or in part, any subcontract at any time upon notice to Contractor when such Subcontractor is deemed by County to be in breach of this Agreement or to have caused Contractor to be in breach of this Agreement. County shall not be liable or responsible in any way to Contractor, to any subcontractor, or to any directors, shareholders, officers, employees, or agents of Contractor or any subcontractor, for any claims, demands, damages, liabilities, losses, costs, or expenses, including defense costs and legal, accounting and other expert, consulting or professional fees, in any way arising from or related to County's exercise of such rights.

24.5 In the event that County consents to any subcontracting, the subcontractor, on behalf of itself, its successors and administrators, shall assume and be bound by and shall be deemed to have assumed and agreed to be bound by each and all of the provisions of this Agreement and any amendment hereto as it relates to or affects the Work performed by subcontractor hereunder.

24.6 Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors and their officers, employees, and agents. County shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractors or their officers, employees, and agents.

24.7 In the event that County consents to any subcontracting, Contractor shall obtain an executed Subcontractor Employee Acknowledgment, Confidentiality & Assignment of Rights (attachment to Exhibit F (Exemplary Subcontract)) for each of subcontractor's employees performing Work under the subcontract. Such Agreements shall be delivered to County's Project Director on or immediately after the effective date of the particular subcontract but in no event later than the date any such employee commences performing Work under the subcontract.

25. PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICATION

25.1 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including defense costs

and legal, accounting and other expert, consulting or professional fees, as such are incurred, for or by reason of any actual or alleged infringement of any patent or copyright, or other rights of any third party, or any actual or alleged trade secret disclosure or misappropriation, arising from or related to the system or the operation and utilization of the Work under this Agreement (collectively referred to as "Infringement Claims"). Contractor shall have no obligation to County under this Subparagraph 25.1 if any infringement claim is caused by use by County of VIMS other than in accordance with the Specifications and other applicable Documentation, including all applicable license agreements. Any legal defense pursuant to Contractor's indemnification obligations under this Subparagraph 25.1 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County in writing, such consent not to be unreasonably withheld; provided that Contractor has sole control of the defense or settlement of the Infringement Claims. County shall cooperate with and assist Contractor, at Contractor's expense, in connection with any claim, action, or lawsuit to which the above indemnity applies, including asserting all defenses, claims, or counterclaims reasonably requested by Contractor, including that of sovereign immunity. In addition, Contractor shall not, without County's prior written approval, accept any settlement, or enter a plea of guilty or *nolo contendere*, to any charge or claim that results in other than a monetary judgment against County, which monetary judgment in any event shall not exceed Contractor's ability to pay and which shall be paid by Contractor.

25.2 Without limiting the foregoing, in the event County's Project Director becomes aware that ongoing use of VIMS, or any part thereof, is the subject of any Infringement Claim that might preclude or impair County's use of the VIMS or any component thereof (e.g., injunctive relief), or that County's continued use of VIMS may subject it to punitive damages or statutory penalties or other costs or expenses, County shall give notice to Contractor of such fact(s). Upon notice of such facts, Contractor shall, at no cost to County, either (a) procure the right, by license or otherwise, for County to continue to use the affected portion of VIMS, to the same extent of County's license under this Agreement, or (b) to the extent Contractor is unable to procure such right, replace or modify VIMS, in County's reasonable determination, to become non-infringing, non-misappropriating and/or non-disclosing. If Contractor (i) fails to complete the remedial acts set forth above within forty-five (45) Days of the date of the notice from County, or, (ii) if completion is not possible despite Contractor's commercially reasonable best efforts within such forty-five (45) Day period, Contractor fails to make substantial progress towards completing such remedial acts and County has not approved in writing (such approval not be unreasonably withheld or delayed) Contractor's plan of completing such remediation, then in either instance County shall have the right without limiting any other rights or remedies that County may have under

the Agreement or at law or equity, to take such remedial acts it determines to be reasonable to mitigate any impairment of its use of VIMS or damages or other costs or expenses. Contractor shall indemnify County for all amounts paid and all-direct and indirect costs associated with such remedial acts.

26. LIMITATION OF LIABILITY

Except with respect to (a) Contractor's gross negligence or willful misconduct, (b) Contractor's breach of Paragraph 10 (WARRANTIES), (c) the occurrence of any event giving rise to Contractor's indemnification obligations pursuant to Paragraph 25 (Patent, Copyright and Trade Secret Indemnification), or (d) acts, errors, or omissions in the performance of Work hereunder by Contractor (or by Contractors' agents, employees, officers, directors, shareholders, or Subcontractors) that substantially and directly result in or cause an Election return (or any portion thereof) to be disallowed and require such Election (or portion thereof) to be repeated or rerun, County agrees that if Contractor has substantial and direct liability, whether arising under contract, tort, strict liability, or other form of action, such liability shall not exceed the greater of (i) the moneys paid to Contractor under this Agreement during the 12-month period preceding the event giving rise to such liability, or (ii) the maximum amount of insurance coverage applicable to any liability for which Contractor has obtained insurance coverage.

27. ASSIGNMENT BY CONTRACTOR

27.1 Contractor shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph 27, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the Parties. Any payments by the County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

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

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

28. AUTHORIZATION WARRANTY

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

29. BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the Contractor under this Agreement shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar Days of the Board's approval of such actions. The Contractor may reduce the level of services provided by a corresponding amount.

30. COMPLAINTS

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

30.1 Within thirty (30) Days after the Effective Date of the Agreement, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to User complaints.

30.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

30.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.

30.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

30.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

30.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

30.7 Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

31. COMPLIANCE WITH APPLICABLE LAW

31.1 The 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.

31.2 The Contractor shall indemnify and hold harmless the 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 the Contractor or its employees, agents, or Subcontractors of any such laws, rules, regulations, ordinances, or directives.

32. COMPLIANCE WITH CIVIL RIGHTS LAWS

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

33. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

33.1 Jury Service Program

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

33.2 Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five (5) 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 33, "contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall also be subject to the provisions of this Paragraph 33. The provisions of this Paragraph 33 shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Agreement commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor

shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that the Contractor continues to qualify for an exception to the program.

4. Contractor's violation of this Paragraph 33 may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

34. CONFLICT OF INTEREST

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

34.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 34 shall be a material breach of this Agreement.

35. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

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

36. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

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

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

37. CONTRACTOR RESPONSIBILITY AND DEBARMENT

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

37.2 Chapter 2.202 of the County Code

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

37.3 Non-responsible Contractor

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

County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

37.4 Contractor Hearing Board

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

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

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

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

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment

has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

37.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County contractors.

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

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

39. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

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

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

40. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

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

41. EMPLOYMENT ELIGIBILITY VERIFICATION

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

41.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation by the Contractor of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

42. FACSIMILE REPRESENTATIONS

The County and the 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 6 (Change Notices and Amendments), 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.

43. FAIR LABOR STANDARDS

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

44. GOVERNING LAW, JURISDICTION, AND VENUE

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

45. MOST FAVORED PUBLIC ENTITY

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

46. NONDISCRIMINATION AND AFFIRMATIVE ACTION

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

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

46.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

46.4 The Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

46.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

46.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 46 when so requested by the County.

46.7 If the County finds that any provisions of this Paragraph 46 have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Agreement.

46.8 The Parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

47. NON EXCLUSIVITY

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

48. 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.

49. NOTICE OF DISPUTE AND DISPUTE RESOLUTION PROCEDURE

49.1 The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Agreement. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Registrar, or her designee shall resolve it.

49.2 Contractor and County agree to act immediately to mutually resolve any disputes, which may arise with respect to this Agreement. All such disputes shall be subject to the provisions of this Paragraph 49. Time is of the essence in the resolution of disputes.

49.3 Contractor and County agree that, the existence and details of a dispute notwithstanding, both Parties shall continue without delay their performance hereunder, except for any Contractor performance which County, reasonably determines should be delayed as a result of such dispute.

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

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

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

49.6 In the event of any dispute between the Parties with respect to this Agreement, Contractor and County shall submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.

49.7 In the event that the Project Managers are unable to resolve the dispute within a reasonable time, not to exceed two (2) Days from the date of submission of the dispute, then the matter immediately shall be submitted to the Parties' respective Project Directors (with a copy to County's Project Manager) for further consideration and discussion to attempt to resolve the dispute.

49.8 In the event that the Project Directors are unable to resolve the dispute within a reasonable time not to exceed three (3) Days from the date of submission of the dispute, then the matter shall be immediately submitted to Contractor's president and the Registrar. These persons shall have five (5) Days to attempt to resolve the dispute.

49.9 In the event that at these levels, there is not a resolution of the dispute acceptable to both Parties, then each Party may assert its other rights and remedies provided under this Agreement and/or its rights and remedies as provided by law.

49.10 All disputes utilizing this dispute resolution procedure shall be documented in writing by each Party and shall state the specifics of each alleged dispute and all actions taken. The Parties shall act in good faith to resolve all disputes. At all three (3) levels described in this Paragraph 49, the efforts to resolve a dispute shall be undertaken by conference between the Parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.

49.11 Notwithstanding any other provision of this Agreement, County's right to

terminate this Agreement pursuant to Paragraph 62 (Termination for Insolvency), Paragraph 60 (Termination for Default), Paragraph 61 (Termination for Improper Consideration), Paragraph 59 (Termination for Convenience), or any other termination provision hereunder, and County's right to seek injunctive relief to enforce the provisions of Paragraph 14 (Ownership of Materials, Software and Copyright), and Subparagraph 3.4 (Confidentiality), shall not be subject to this dispute resolution procedure. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

50. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

51. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The 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 I of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

52. 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 Exhibits E (County's Administration) and F (Contractor's Administration). Addresses may be changed by either Party giving fifteen (15) Days prior written notice thereof to the other Party. The Registrar shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

53. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Agreement and for a period of one year thereafter, neither Party shall

in any way intentionally induce or persuade any employee of one Party to become an employee or agent of the other Party. No bar exists against any hiring action initiated through a public announcement.

54. PUBLIC RECORDS ACT

54.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 56 (Record Retention and Inspection/Audit Settlement) of this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

54.3 Notwithstanding the foregoing, Contractor retains all intellectual property rights, including without limitation copyrights, in any software object code and software source code delivered to the County under this Agreement.

55. PUBLICITY

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

- The Contractor shall develop all publicity material in a professional manner; and

- During the term of this Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior

written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

55.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph 55 shall apply.

56. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

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

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

56.2 Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 56 shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

56.3 If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County conduct an audit of the Contractor regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability

for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

56.4 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Agreement, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this Paragraph 56 relative to Contractor's employees who have provided services to the County under this Agreement is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

57. RECYCLED BOND PAPER

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

58. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 39 (Contractor's' Warranty of Adherence to County's Child Support Compliance Program), shall constitute default under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure of the Contractor to cure such default within ninety (90) calendar Days of written notice shall be grounds upon which the County may terminate this Agreement pursuant to Paragraph 60 (Termination for Default), and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

59. TERMINATION FOR CONVENIENCE

59.1 This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) Days after the notice is sent.

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

- Stop work under this Agreement on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

59.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Agreement shall be maintained by the Contractor in accordance with Paragraph 56 (Record Retention & Inspection/Audit Settlement).

59.4 Upon expiration or termination of the Term, (a) County shall promptly return to Contractor all copies of the VIMS Software in its control, (b) the licenses and maintenance services under this Agreement shall terminate, (c) each Party shall return to the other Party all copies of the other Party's

Confidential information in such Party's control and (d) any unpaid portion of the Contract Sum due Contractor by County be paid to Contractor.

60. TERMINATION FOR DEFAULT

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

- Contractor has materially breached this Agreement; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

60.2 In the event that the County terminates this Agreement in whole or in part as provided in Subparagraph 60.1, the County may procure, upon such terms and in such manner as the County and Contractor may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County and Contractor, for such similar goods and services. The Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph 60.

60.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Subparagraph 60.2 if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor

were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Subparagraph 60.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

60.4 If, after the County has given notice of termination under the provisions of this Paragraph 60, it is determined by the County that the Contractor was not in default under the provisions of this Paragraph 60, or that the default was excusable under the provisions of Subparagraph 60.3, the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 59 (Termination for Convenience).

60.5 In the event the County terminates this Agreement in its entirety due to the Contractor's default as provided in Subparagraph 60.1, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of Subparagraph 60.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars ($5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of the Registrar, or designee, deducted from any amounts due to the Contractor by the County, whether under this Agreement or otherwise. These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Agreement, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Paragraph 19 (Indemnification).

60.6 The rights and remedies of the County provided in this Paragraph 60 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

60.7 Upon expiration or termination of the Term, (a) County shall promptly return to Contractor all copies of the VIMS Software in its control, (b) the licenses and maintenance services under this Agreement shall terminate, (c) each Party shall return to the other Party all copies of the other Party's Confidential information in such Party's control and (d) any unpaid portion of the Contract Sum due Contractor by County be paid to Contractor.

61. TERMINATION FOR IMPROPER CONSIDERATION

61.1 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.

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

61.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.61.4 Upon expiration or termination of the Term, (a) County shall promptly return to Contractor all copies of the VIMS Software in its control, (b) the licenses and maintenance services under this Agreement shall terminate, (c) each Party shall return to the other Party all copies of the other Party's Confidential information in such Party's control and (d) any unpaid portion of the Contract Sum due Contractor by County be paid to Contractor.

62. TERMINATION FOR INSOLVENCY

62.1 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.

62.2 The rights and remedies of the County provided in this Paragraph 62 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

62.3 Upon expiration or termination of the Term, (a) County shall promptly return to Contractor all copies of the VIMS Software in its control, (b) the licenses and maintenance services under this Agreement shall terminate, (c) each Party shall return to the other Party all copies of the other Party's Confidential information in such Party's control and (d) any unpaid portion of the Contract Sum due Contractor by County be paid to Contractor.

63. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

63.2 Upon expiration or termination of the Term, (a) County shall promptly return to Contractor all copies of the VIMS Software in its control, (b) the licenses and maintenance services under this Agreement shall terminate, (c) each Party shall return to the other Party all copies of the other Party's Confidential information in such Party's control and (d) any unpaid portion of the Contract Sum due Contractor by County be paid to Contractor.

64. TERMINATION FOR NON-APPROPRIATION OF FUNDS

64.1 Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

64.2 Upon expiration or termination of the Term, (a) County shall promptly return to Contractor all copies of the VIMS Software in its control, (b) the licenses

and maintenance services under this Agreement shall terminate, (c) each Party shall return to the other Party all copies of the other Party's Confidential information in such Party's control and (d) any unpaid portion of the Contract Sum due Contractor by County be paid to Contractor.

65. VALIDITY

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

66. FORCE MAJEURE

Either Party's obligations hereunder will be suspended so long as compliance is impeded or prevented by causes beyond the Party's reasonable control, which may include acts of God, embargoes, acts of war (including terrorist attacks), labor disturbances and acts or regulations of governmental entities.

67. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 66 (Waiver), shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

AGREEMENT BY AND BETWEEN THE COUNTY OF LOS ANGELES AND
DATA INFORMATION MANAGEMENT SYSTEMS, INC. FOR
VOTER INFORMATION MANAGEMENT SYSTEM
MAINTENANCE AND SUPPORT SERVICES

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

COUNTY OF LOS ANGELES

By_____
Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk of
the Board of Supervisors

By_____

DATA INFORMATION MANAGEMENT SYSTEMS INC.

By Ron Underwood
Title General Manager
Tax ID # 95-3606386

By_____
APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By_____
José Silva
Principal Deputy County Counsel

STATEMENT OF WORK
VOTER INFORMATION MANAGEMENT SYSTEM
MAINTENANCE AND SUPPORT SERVICES

INTRODUCTION

This Statement of Work (SOW) defines the work to be delivered by Contractor to County under the Agreement. This document also incorporates by reference all Contractor obligations set forth in the body of the Agreement. Capitalized terms used in this SOW shall have the meanings set forth in the body of the Agreement, and if such terms are not defined in the Agreement, they shall have the meaning set forth in this SOW.

Contractor shall provide Voter Information Management System (VIMS or System) Software, Interfaces, and related support and maintenance services to accomplish all of the Tasks and subtasks set forth in the Agreement and in this SOW. Such services shall include the following:

(1) Provide onsite support and maintenance services for VIMS.
(2) Develop, test, and implement software modifications and System enhancements to comply with requirements imposed by state, and federal statutes.
(3) Provide Interfaces to systems identified by County to automate and facilitate information exchange.
(4) Conduct training for database administration staff and end user whenever County requests such training.
(5) Develop both database-administration and end-user documentation whenever a new feature or function is implemented.

Contractor is responsible for all acts, products, and services required to support County's continued use of VIMS and deliver maintenance services to County, whether or not the acts, products, or services required to do so are specifically identified as a Task, subtask, or Deliverable in the Agreement or this SOW. Unless otherwise expressly stated, all work described in this SOW shall be performed by Contractor. The following list identifies specific Tasks and Deliverables.

TASK 1 - SUPPORT AND MAINTENANCE SERVICES
TASK 2 - SYSTEM INTERFACE PROGRAMMING AND EXECUTION
TASK 3 - WIDE AREA NETWORK ACCESS PLAN
TASK 4 - CUSTOM PROGRAMMING MODIFICATIONS

Contractor shall use the standard RR/CC software set forth below when preparing Deliverables. Contractor shall provide Deliverables in a file format importable to the standard RR/CC software. RR/CC standard software is as follows:

- Microsoft Word 2000 - Word Processing

•Microsoft Excel 2000 - Spreadsheet
•Microsoft PowerPoint 2000 - Project Presentations
•Microsoft Access 2000 - Database Manager
•Visio Version 2000 - Illustrations, Flowcharts, and Drawings
•Microsoft Project 2000 - Project Manager

TASK 1 - SUPPORT AND MAINTENANCE SERVICES

Subtask 1.1 – Core Application Software Upgrades

Contractor shall provide periodic updates or revisions to Core Application Software. Updates or revisions may result from new laws mandated by state, or federal statutes. County may also require changes to Core Application Software to meet internal needs.

Deliverables:
1.1 Core Application Software Updates

Subtask 1.2 – Help Desk Support

Contractor shall establish a Help Desk to manage and track any technical problems and failures encountered by County. Contractor shall provide County with a toll free telephone number to Help Desk staffed 24 hours per day, 7 days a week. Problems reported to the Help Desk shall be categorized into severity levels and Contractor shall respond according to the severity level of the problem. County shall make the determination of what severity level to assign to each problem reported to the Help Desk. The list below shows definition of each severity level and the level or response required from Contractor.

Severity Levels

Severity Level 1: Software failure results in suspension of critical task, job, or operation

Severity Level 2: Software failure is limited to a specific module and alternate method is available to execute task, job, or operation

Severity Level 3: Software failure is informational in nature and can be resolved by modifying procedures.

Response Level

Severity Level 1: Requires response within one hour, 24 hours per day, seven days a week (including local, state, and federal holidays).

Severity Level 2: Requires response within four (4) hours, 8 hours per day, five days a week (Monday - Friday, 9 a.m. until 5 p.m. local time). Problems reported after business hours and weekends shall be processed the next business day.

Severity Level 3: Requires response within the 8 hour working day, 8 hours per day, five days a week (Monday - Friday, 9 a.m. until 5 p.m. local time). Problems reported after business hours and weekends shall be processed the next business day.

Deliverables:
1.2 Help Desk toll free telephone number staffed 24 hours a day, seven days a week.

Subtask 1.3 - Help Desk Status Reports
Each problem reported to Help Desk shall be tracked by Contractor until it has been resolved. Contractor shall make available reports containing the date problem was reported, the description, severity level, status, staff person assigned to resolve problem, and date problem resolved. County may request such reports at any time during normal business hours and for any period (by day, week, month, or year).

Deliverables:
1.3 HELP Desk Status Reports

TASK 2 – SYSTEM INTERFACE PROGRAMMING AND EXECUTION

Contractor shall provide the analysis, design, development, testing, installation and installation testing, of software that will provide the Interfaces between VIMS and external systems identified by County. In accordance with Paragraph 12.0 (System Tests and Acceptance) of the Agreement, Contractor shall give County notice of each of the installation test, and designated representatives of County may observe the installation tests and verify the results as County deems necessary or appropriate. Contractor shall deliver to County processing logic specifications and map of transaction files for all Interfaces identified in this task. Upon satisfactory completion of each of the installation test, Contractor shall deliver to County a written certification of completion of the applicable installation test.

Each of the Interfaces is listed below along with a brief description. The County shall review the draft specifications and identify any changes required. Contractor shall incorporate the changes into the reports described below before County's Project Director and County's Project Manager accept deliverables under this Task, and County's Project Director and County's Project Manager will, if acceptable, approve each of such reports.

Subtask 2.1 -Define and Develop Interface Software for Automated Ballot Layout (ABL) System
The Automated Ballot Layout (hereinafter "ABL") System consists of processes that define ballot styles, vote recorder assembly sequences, and political contest rules and

descriptions. The ABL System programmatically produces the layout of official and sample ballot pages. The ABL System is currently hosted on a mainframe and the County is transitioning to Windows/Intel. A transaction process that shall send and receive data to and from the ABL System and VIMS in the same format and the same frequency as the existing interface process or a future process defined by County shall be developed by the Contractor. Contractor shall also build and document processing logic and map transaction files to RR/CC's existing interface or future files. Contractor shall perform an internal quality control check and certify that all components of this Interface have been completed and are performing according to its specifications.

Deliverables:

2.1.1 Report of processing logic specifications and map of transaction file

2.1.2 Report of Initial and Integrated System Component Tested software for the ABL System Interface

Subtask 2.2 - Define and Develop Interface Software for Candidate and Measure Filing System

The Candidate and Measure Filing System consists of processes that define and maintain political contests active in specific elections, candidate and measure filing information, declarations of intent to file, nomination documents, and signatures-in-lieu of filing fee information. The Candidate and Measure Filing System currently executes on a Hewlett-Packard minicomputer platform and County intends to replace it with a Windows/Intel based system. A transaction process that shall send and receive data to and from Candidate and Measure Filing System and VIMS shall be in a format identified and approved by County. In the event the County chooses to replace its existing Candidate and Measure Filing System with system provided by Contractor, software modifications that meet County requirements shall be executed by Contractor provided that functional requirements and implementation schedule are submitted by the County. Contractor shall also build and document processing logic and map transaction files with County approved specifications. Contractor shall perform an internal quality control check and certify that all components of this Interface have been completed and are performing according to its specifications.

Deliverables:

2.2.1 Report of processing logic specifications and map of transaction file for Candidate and Measure Filing System Interface

2.2.2 Report of Initial and Integrated System Component Tested software for the Candidate and Measure Filing System Interface

Subtask 2.3 - Define and Develop Interface Software for Election Tally System (ETS)

The Election Tally System (ETS) programmatically tallies election results for an election. The current ETS operates on a networked Intel client workstation platform using an internally developed tally system called “InkaVote”. The County intends to replace it with a vendor developed system. A transaction process that shall send and receive data to and from ETS to VIMS in the same format and the same frequency as the existing interface process or a future process identified by County shall be defined and developed by Contractor. Contractor shall also build and document processing logic and map transaction files according to County approved specifications. Contractor shall perform an internal quality control check and certify that all components of this interface have been completed and are performing according to its specifications.

Deliverables:

2.3.1 Report of processing logic specifications and map of transaction file for ETS System

2.3.2 Report of Initial and Integrated System Component Tested software for the ETS System Interface

Subtask 2.4 - Define and Develop Interface Software for both the interim and permanent Statewide Voter Database

The CALVOTER System is the state of California's interim Statewide Voter Registration Database. The CALVOTER System executes on computers located in Sacramento. A transaction process that shall send and receive data to and from the CALVOTER System and any future Statewide Voter Registration System administered and maintained by the California Secretary of State shall be developed and implemented by the contractor. The hours required to accomplish any future development for a State system or major modifications to the program have not been included in Exhibit B (Price Matrix) and this future development may result in a surcharge to the County. Any surcharge to the County shall be charged at the same rate as “Other Professional Services” as set forth in Exhibit B (Price Matrix). Such process shall meet functional and business requirements mandated by California State Regulations, California Elections Code, and the federal Help America Vote Act (HAVA).

Deliverables:

2.4.1 Report of processing logic specifications and description of transaction files for interim CALVOTER System or permanent Statewide Voter Database specified by State

2.4.2 Report of Initial and Integrated System Component Tested software for the interim CALVOTER System Interface or permanent Statewide Voter Database Interface specified by State

Subtask 2.5 - Implement Interfaces

Once all of the foregoing reports in this Task 2 have been approved by County's Project Director and County's Project Manager, Contractor has tested the Interfaces to ensure that they function and integrate properly, and Contractor has so certified, in writing, to County, Contractor shall provide all Documentation pertaining to the Interfaces, assist County in implementing the Interfaces, and continue throughout such implementation to provide all appropriate end-user and technical training in connection therewith.

Deliverables:

2.5.1 Contractor's certification of all of the Interfaces

2.5.2 Implementation assistance resulting in successful implementation of all of the Interfaces

2.5.3 Interface training

TASK 3 - WIDE AREA NETWORK ACCESS PLAN SPECIFICATIONS

Contractor shall, upon County's request, submit a written report that contains specifications for a wide area network (hereinafter "WAN") including but not limited to (1) hardware requirements (2) software requirements (3) telecommunications requirements (4) routing protocols required (5) recommended network design and (6) network conceptual design. The written specifications shall make recommendations to meet the requirements listed below.

In addition to the requirements listed in this subtask, Contractor shall provide all of the functional requirements set forth in any regulations, functional requirements, or specifications published by the Secretary of State's Office for the purpose of connecting with the Statewide Voter Database.

Contractor's written recommendations must include capability for a WAN such that: (1) Registrar-Recorder/County Clerk branch offices shall have full access to VIMS and (2) all of the City Clerks of Los Angeles County shall have limited access to VIMS. The WAN for the City Clerks shall allow for:

A. Capability to access the voter file, but not to edit the voter file.
B. Capability to access the full absentee voter system.
C. Capability to check signatures and an internal tracker so that the cities in Los Angeles County may be billed for signature look up but not for simply viewing voter files.
D. Capability to exchange polls and officers information.
E. Capability to send voter updates to the County system tied to automatically generated letter to voter to confirm.
F. Capability to add and access multilingual voter information.
G. Capability to add city/municipal voting history to individual voter files.
H. Capability to use electronic mail to flow documents or files to/from County system.

I. Such other requirements as are specified by County's Project Director.

Deliverable:
3.1.1 Written WAN access plan and specifications

TASK 4 – CUSTOM PROGRAMMING MODIFICATIONS

Contractor shall provide Custom Programming Modifications, including, but not limited to, addition, deletion, or modification of Application Software functions, changes to current System outputs, new reports, modified reports and new screens.

Each Custom Programming Modification shall be provided in accordance with the following procedures:

Subtask 4.1 - System Design Report

1. For each Custom Programming Modification, County will submit a Custom Programming Modification Request ("CPMR") Form, Exhibit J of the Agreement, to Contractor. Each CPMR must be approved in writing by County's Project Director and County's Project Manager.

2. Within ten (10) working days of Contractor's receipt of County's CPMR, Contractor shall develop a functional description for the Custom Programming Modification. The functional description shall be sent to County's Project Director, with a copy to County's Project Manager, and shall include: (1) a description of the requested Custom Programming Modification, (2) a not-to-exceed cost estimate of the requested Custom Programming Modification and (3) the expected duration of the Custom Programming Modification implementation. Within sixty 60) Days of receipt of the functional description, County's Project Director will return the approved or disapproved functional description to Contractor.

3. The estimated cost for the Custom Programming Modification as included in the functional description shall be computed at the fixed hourly rate set forth in Exhibit B, Price Matrix, of the Agreement, multiplied by the estimated number of hours to implement the Custom Programming Modification (develop, test, document, certify, install and train). Within sixty (60) Days of receipt of the functional description, County's Project Director will return the approved or disapproved functional description to Contractor.

4. If County does not return the approved or disapproved functional description to Contractor within sixty (60) Days, Contractor may give County written notice of cancellation of the functional description effective thirty (30) Days following the expiration of such sixty (60) Day period. County may request an extension within such thirty (30) Days.

5. When Contractor receives County's approval of Contractor's functional description, Contractor shall analyze County requirements in detail and shall prepare for each CPMR a System Design Report ("SDR").

6. Within ten (10) working days of receipt of the approved functional description from County, Contractor shall provide a delivery date for the SDR. Such delivery date shall occur no later than sixty (60) Days following Contractor's receipt of County's approved functional description, unless otherwise agreed to in writing by Contractor's Project Director and County's Project Director.

7. The SDR shall take into account all then-existing System Software and previously approved SDRs. Each SDR shall include the following and any other items mutually agreed by County and Contractor:

    a. Design specifications, which must address and be consistent with County-approved requirements for the Custom Programming Modification:

    b. Database impact;

    c. User interface impact;

    d. Dictionary impact;

    e. Report impact;

    f. Documentation impact;

    g. Training impact;

    h. Wide Area Network impact;

    i. Special considerations, such as impact on current and future processing performance;

    j. Quotation of a total firm fixed price, which shall be developed by multiplying the fixed hourly rate set forth in Exhibit B, Price Matrix, by Contractor's total number of hours for all work related to the Custom Programming Modification (including, but not limited to, all work described in subparagraph B, Custom Programming Modification Development, Testing, Certification, Documentation and Installation and subparagraph C, Custom Programming Modification Training Plan, and Updated Training Materials, subject to change if Custom Programming Modification specifications change;

k. Estimated time for completion (subject to change depending on County's response date and Contractor's workload);

l. Estimated time to complete any interfaces; and

m. Estimated time for any automated conversion programs to process to completion.

8. Within fifteen (15) working days of County's Project Director's receipt of the SDR, County's Project Director and County's Project Manager shall fully approve, fully reject, or conditionally disapprove the SDR. Contractor shall, with County's Project Director's consultation and consent, revise and resubmit any conditionally disapproved SDR. Within ten (10) working days of County's approval of the SDR, County's Project Director shall notify Contractor whether to begin development and implementation of the Custom Programming Modification, unless such period is extended as agreed in writing by Contractor's Project Director and County's Project Director.

   Any changes or revisions to the County-approved SDR shall be mutually agreed to in writing by Contractor's Project Director and County's Project Director. The approved SDR, including any agreed changes and revisions, shall be the basis for Contractor's development of the Custom Programming Modification.

   As part of the Custom Programming Modification, Contractor shall develop and deliver: (1) all object code and related documentation for the Custom Programming Modification and any other impacted Application Software, (2) all documentation and procedures necessary to maintain the System, including, but not limited to, compilation instruction/assembly instructions and generated listings for all interfaces to any interfacing systems, and (3) all data files and their record layouts for all interfaces to any interfacing systems.

Deliverables:
4.1.1 Functional Description for each requested Custom Programming Modification
4.1.2 System Design Report for each requested Custom Programming Modification

Subtask 4.2 Custom Programming Modification Development, Testing, Certification, Documentation and Installation

1. Contractor shall develop, test, certify readiness of, document, demonstrate for County Acceptance, and install for Production Use each Custom Programming Modification in accordance with the applicable County-approved System Design Report.

2. At the sole option of County's Project Director, each Custom Programming Modification shall be subject to Acceptance Test. RR/CC will use test scripts to

test each basic functional requirement. Each script shall identify the expected results of each function being tested and RR/CC will determine if the function is executing correctly.

3. Contractor shall provide updates to the documentation applicable to the Custom Programming Modification and shall also provide written instructions and demonstration on the use of each Custom Programming Modification.

Deliverables:
4.2.1 Certification of Completion of each requested Custom Programming Modification
4.2.2 Updated documentation for each requested Custom Programming Modification

Subtask 4.3. Custom Programming Modification Training Plan and Updated Training Materials

For each Custom Programming Modification that Contractor determines and County agrees impacts training, Contractor shall provide a Training Plan for written approval by County's Project Director and County's Project Manager, updated inserts for the system training materials, and hands-on training classes for designated County staff.

Deliverables:
4.3.1 Additional training for each requested Custom Programming Modification

EXHIBIT B

PRICE MATRIX

Description of Service	**Units**	**Unit Cost**	**Total Amount**
Core Application Software Maintenance Fee	5,452,187 voters *	$0.07 per voter per year	$3,400,000
Custom Programming/Other Professional Services	3,750 hrs	$175/hr	$656,250
Staff Training (Total includes Contractor staff, travel, per diem, materials, etc.)	30 training days	$1,400/day	$60,000
Contract Sum			$4,116,250

* The Registrar-Recorder/County Clerk will update the voter registration file annually and update information with Contractor in November of each year.

Revised 12/19/06

EXHIBIT C

COUNTY'S ADMINISTRATION

AGREEMENT NO. _____

COUNTY PROJECT DIRECTOR:

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
Facsimile: _____
E-Mail Address: _____

COUNTY PROJECT MANAGER:

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
Facsimile: _____
E-Mail Address: _____

EXHIBIT D

CONTRACTOR ADMINISTRATION

AGREEMENT NO. _____

CONTRACTOR PROJECT DIRECTOR:

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
Facsimile: _____
E-Mail Address: _____

CONTRACTOR PROJECT MANAGER:

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
Facsimile: _____
E-Mail Address: _____

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

Subcontract Agreement

Recitals

THIS SUBCONTRACT AGREEMENT (hereafter "**Agreement**") is made and entered into this _____ day of _____, 20___, by and between _____, located at _____ (hereafter "**CONTRACTOR**"), and _____, located at _____ (hereafter "**SUBCONTRACTOR**").

WHEREAS, CONTRACTOR has entered into Los Angeles County Contract Number _____ (hereafter "**Prime Contract**") with the County of Los Angeles, State of California (hereafter "**COUNTY**") for the purpose of _____ _____; and

WHEREAS, in order to fulfill all of its obligations to COUNTY under the Prime Contract, CONTRACTOR desires to engage SUBCONTRACTOR to perform Work in the area(s) of _____ _____; and

WHEREAS, SUBCONTRACTOR desires to perform such Work in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, CONTRACTOR and SUBCONTRACTOR agree as follows:

1. **APPLICABLE DOCUMENTS:** Exhibits [_] through [_] are attached to and form a part of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents of any Task, subtask, Deliverable, goods, service, or other Work, or otherwise, between the Prime Contract and the body of this Agreement and the Exhibits hereto, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Prime Contract, then to the body of this Agreement, and then to the Exhibits according to the following priority:

   1.1 Exhibit [_] - Statement of Work

   1.2 Exhibit [_] - Additional Terms and Conditions

   1.3 Exhibit [_] - Subcontractor Employee Acknowledgment, Confidentiality & Assignment Agreement

2. **DEFINITIONS:** Unless otherwise defined in this Agreement, all capitalized terms shall have the meanings as set forth in the Prime Contract.

   2.1 "Agreement" shall have the meaning set forth in the Recitals.

   2.2 "Contractor" shall have the meaning set forth in the Recitals.

   2.3 "County" shall have the meaning set forth in the Recitals.

2.4 "Prime Contract" shall have the meaning set forth in the Recitals.

2.5 "Subcontractor" shall have the meaning set forth in the Recitals.

3. **PRIME CONTRACT:** Notwithstanding any other provision of this Agreement, this Agreement is a subcontract under the Prime Contract and SUBCONTRACTOR and CONTRACTOR agree that each and all of the provisions of the Prime Contract and any amendments thereto shall extend to and be binding upon SUBCONTRACTOR.

4. **WORK:** SUBCONTRACTOR shall complete and deliver to CONTRACTOR all Tasks, subtasks, Deliverables, goods, services, and other Work required hereunder in a timely manner and in accordance with the requirements and specifications set forth in the Exhibits attached hereto, including Exhibit [_] (Statement of Work). Time is of the essence of SUBCONTRACTOR's performance hereunder.

5. **PERSONNEL:**

5.1 All SUBCONTRACTOR personnel performing Work under this Agreement shall be subject to the right of CONTRACTOR and of COUNTY to disapprove of or require replacement of such personnel. If at any time during the term of this Agreement, CONTRACTOR or COUNTY disapproves of or requires the replacement of any SUBCONTRACTOR personnel, then SUBCONTRACTOR shall, immediately upon receipt of written or oral notice from CONTRACTOR or COUNTY, replace such personnel with substitute experienced, qualified, and, if appropriate, licensed or certified personnel or take such other action as requested by CONTRACTOR or COUNTY.

5.2 If at any time during the term of this Agreement, any SUBCONTRACTOR personnel ceases performance for any reason, including resignation or termination, then SUBCONTRACTOR shall promptly replace such personnel with substitute experienced, qualified, and, if appropriate, licensed or certified personnel.

5.3 CONTRACTOR and COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, and local taxes, or other compensation benefits, or taxes, for any personnel provided by or on behalf of SUBCONTRACTOR.

5.4 SUBCONTRACTOR understands and agrees that all persons performing Work under this Agreement are not, for purposes of workers' compensation liability, employees of COUNTY or CONTRACTOR. SUBCONTRACTOR shall be solely liable and responsible for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with any Work performed by or on behalf of SUBCONTRACTOR pursuant to this Agreement.

5.5 SUBCONTRACTOR shall obtain an executed Subcontractor Employee Acknowledgment, Confidentiality & Assignment Agreement (a form of which is attached hereto as Exhibit [_]) for each of its employees performing Work under

this Agreement. Such agreements shall be delivered to COUNTY's Project Director on or immediately after the effective date of this Agreement, but in no event later than the date any such employee commences Work under this Agreement.

6. **COMPENSATION:** All compensation to SUBCONTRACTOR (and its officers, employees, and agents) for its Work pursuant to this Agreement shall be paid by CONTRACTOR and shall be as set forth in the Exhibits attached hereto, including Exhibit [_] (Additional Terms and Conditions). CONTRACTOR shall be solely liable and responsible for any and all payments and other compensation to SUBCONTRACTOR and its officers, employees, and agents. COUNTY shall have no liability or responsibility whatsoever for any payment or other compensation for SUBCONTRACTOR or its officers, employees, and agents. Without limitation of the foregoing, SUBCONTRACTOR disclaims any right to seek any payment from COUNTY for any and all compensation or recovery of any of its costs, or to assert any lien against COUNTY, its assets, or rights in the Integrated System or any component thereof, on account thereof.

7. **TERM:** The term of this Agreement shall commence on _____ and shall continue through _____ unless sooner terminated, in whole or in part, as provided in this Agreement.

8. **TERMINATION:** CONTRACTOR shall have the right to terminate this Agreement, in whole or in part, at any time by giving written notice to SUBCONTRACTOR when such action is deemed by CONTRACTOR to be in its best interest. Further, this Agreement shall terminate, in whole or in part, upon receipt by CONTRACTOR of written notice from COUNTY that COUNTY no longer approves the continuation, in whole or in part, of this Agreement.

9. **THIRD PARTY BENEFICIARY:** CONTRACTOR and SUBCONTRACTOR understand and agree that this Agreement is entered into for the benefit of COUNTY and that COUNTY is hereby expressly made a third party beneficiary of this Agreement.

10. **AMENDMENTS:** Neither CONTRACTOR nor SUBCONTRACTOR are authorized to change in any way the terms, obligations, or conditions of this Agreement or the Exhibits attached hereto without the prior written consent of COUNTY's Project Director, which consent shall not be unreasonably withheld. Any attempt to change this Agreement or the Exhibits attached hereto shall be invalid and ineffective unless such change is (a) made in the form of a written amendment formally executed by authorized officials of CONTRACTOR and SUBCONTRACTOR, and (b) approved in writing by COUNTY's Project Director, which approval shall not be unreasonably withheld.

11. **PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:** This Agreement, or any interest herein, including any claim for monies due or to become due with respect thereto, shall not be assigned or delegated, or both, by CONTRACTOR or SUBCONTRACTOR. Any assignment or delegation shall be null and void, except that in the event of termination of the Prime Contract, COUNTY may elect on written notice

to SUBCONTRACTOR to assume all of CONTRACTOR's rights in this Agreement to COUNTY by CONTRACTOR.

12. **PROHIBITION AGAINST SUBCONTRACTING:** No performance of this Agreement, or any part thereof, shall not be subcontracted by SUBCONTRACTOR. Any subcontract shall be null and void and shall.

13. **INDEMNIFICATION, INSURANCE AND PERFORMANCE BOND:**

13.1 Indemnification: CONTRACTOR and SUBCONTRACTOR agree to indemnify, defend, and hold harmless each other, their officers, employees, and agents from and against any and all claims, demands, liabilities, losses, costs, and expenses, including defense costs and legal, accounting and other expert, consulting, or professional fees, arising from or connected with claims and lawsuits for damages or workers' compensation benefits relating to CONTRACTOR's or SUBCONTRACTOR's operations or their services contracted for herein, which result from bodily injury, death, personal injury, or property damage (including damage to property owned by or in the care, custody, or control of either party).

13.2 Insurance: Without limiting either party's indemnification of the other and during the term of this Agreement, SUBCONTRACTOR shall provide and 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 maintained by COUNTY. Such coverage shall be provided and maintained at the SUBCONTRACTOR's own expense.

13.2.1. Certificates or other evidence of coverage satisfactory to COUNTY's risk manager, and evidence of such programs satisfactory to COUNTY, shall be delivered to COUNTY's:

Department of Registrar-Recorder/County Clerk
Contracts Section
12400 Imperial Hwy., Room 5203
Norwalk, CA 90650
Attn: Contract Monitor

prior to commencing services under this Agreement. Such certificates or other evidence shall:

- Specifically identify this Agreement;
- Clearly evidence all coverages required in this Agreement;
- 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;
- Include copies of additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special

Districts, its officials, officers and employees as insureds for all activities arising from this Agreement; and

- Identify any deductibles or self-insured retentions for COUNTY's approval. The COUNTY retains the right to require SUBCONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to the COUNTY, or, require SUBCONTRACTOR 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.

13.3 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.

13.4 Liability: Such insurance shall be endorsed naming the County of Los Angeles as an additional insured and shall include:

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

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

13.4.2. Professional liability insurance covering liability arising from any error, omission, negligent, or wrongful act of SUBCONTRACTOR, its officers or its employees with a limit of not less than one million dollars ($1,000,000) per occurrence and $10 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement..

13.4.3. Auto liability 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" or coverage for "any auto".

13.5 Workers' Compensation and Employers' Liability providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the SUBCONTRACTOR is responsible. If the SUBCONTRACTOR'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 the SUBCONTRACTS 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

13.6 Notification of Incidents, Claims or Suits: SUBCONTRACTOR shall report to COUNTY and CONTRACTOR:

13.6.1. 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 SUBCONTRACTOR, CONTRACTOR, and/or COUNTY. Such report shall be made in writing within twenty four (24) hours ofoccurrence.

13.6.2. Any third party claim or lawsuit filed against SUBCONTRACTOR arising from or related to services performed by SUBCONTRACTOR under this Agreement. Such report shall be made in writing within two (2) business days of the earlier of receipt of service of process of such claim or lawsuit, or actual knowledge by SUBCONTRACTOR of such claim or lawsuit. If the initial report to COUNTY is made orally, SUBCONTRACTOR shall thereafter provide a written report to COUNTY within three (3) business days.

13.6.3. Any injury to a SUBCONTRACTOR employee that occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the COUNTY's Project Manager. Such report shall be made in writing within two (2) business days of occurrence.

13.6.4. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to SUBCONTRACTOR under the terms of this Agreement. Such report shall be made in writing within two (2) business days of SUBCONTRACTOR's actual knowledge of the occurrence.

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

14. **PUBLIC RECORDS ACT:**

14.1 Any documents submitted by SUBCONTRACTOR; all information obtained in connection with COUNTY's right to audit and inspect SUBCONTRACTOR's documents, books, and accounting records pursuant to Paragraph 15 (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.

14.2 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", SUBCONTRACTOR agrees to defend and indemnify COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

14.3 Notwithstanding the foregoing, Contractor retains all intellectual property rights, including without limitation copyrights, in any software object code and software source code delivered to COUNTY under this Agreement.

15. **RECORDS RETENTION AND INSPECTION/AUDIT SETTLEMENT:**

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

costs incurred by them to examine, audit, excerpt, copy or transcribe such material at such other location.

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

15.3 Failure on the part of SUBCONTRACTOR to comply with the provisions of this Paragraph 15 shall constitute a material breach of this Agreement upon which CONTRACTOR or COUNTY may immediately terminate or suspend this Agreement.

15.4 If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of COUNTY conduct an audit of SUBCONTRACTOR 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 the SUBCONTRACTOR, then the difference shall be either: a) repaid by SUBCONTRACTOR to COUNTY by cash payment upon demand or b) at the sole option of COUNTY's Auditor-Controller, deducted from any amounts due to SUBCONTRACTOR 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 SUBCONTRACTOR, then the difference shall be paid to SUBCONTRACTOR by COUNTY by cash payment, provided that in no event shall COUNTY's maximum obligation for this Agreement exceed the funds appropriated by COUNTY for the purpose of this Agreement.

15.5 In addition to the above, SUBCONTRACTOR agrees, should COUNTY or its authorized representatives determine, in COUNTY's sole discretion, that it is necessary or appropriate to review a broader scope of SUBCONTRACTOR's records (including, certain records related to non-County contracts) to enable COUNTY to evaluate SUBCONTRACTOR's compliance with COUNTY's Living Wage Program, that SUBCONTRACTOR shall promptly and without delay provide to COUNTY, upon the written request of COUNTY or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to COUNTY under this Agreement, including without limitation, records relating to work performed by said employees on SUBCONTRACTOR's non-County contracts. SUBCONTRACTOR further acknowledges that the foregoing requirement in this Paragraph 15 relative to SUBCONTRACTOR's employees who have provided services to the COUNTY under this Agreement is for the purpose of enabling the

COUNTY in its discretion to verify SUBCONTRACTOR's full compliance with and adherence to California labor laws and COUNTY's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by SUBCONTRACTOR and shall be made available to COUNTY during the term of this Agreement and for a period of five (5) years thereafter unless COUNTY's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by SUBCONTRACTOR at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at COUNTY's option, SUBCONTRACTOR shall pay the COUNTY for travel, per diem, and other costs incurred by COUNTY to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

16. **PROPRIETARY CONSIDERATIONS AND CONFIDENTIALITY:**

THE FOLLOWING PARAGRAPH 16 SHALL APPLY ONLY TO MATERIALS, DATA AND INFORMATION, IF ANY, DEVELOPED UNDER THIS AGREEMENT.

16.1 CONTRACTOR and SUBCONTRACTOR agree that all materials, data, plans, reports, acceptance test criteria, acceptance test plans, departmental procedures and processes, and information developed under this Agreement and all copyrights, patent rights, trade secret rights, and other proprietary rights therein shall become the sole property of COUNTY. SUBCONTRACTOR hereby assigns and transfers to COUNTY all of SUBCONTRACTOR's right, title, and interest in and to all such materials, data, plans, reports, acceptance test criteria, acceptance test plans, departmental procedures and processes, and information, provided that SUBCONTRACTOR may retain possession of all working papers prepared by SUBCONTRACTOR. During the term of this Agreement and for a minimum of seven (7) years subsequent to such term, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

16.2 Upon request of COUNTY, SUBCONTRACTOR shall execute all documents requested by COUNTY and shall perform all other acts requested by COUNTY to assign and transfer to, and vest in, COUNTY all of SUBCONTRACTOR's right, title and interest in and to the items described in Paragraph 16.1, including all applicable copyrights, patents, and trade secret rights. COUNTY shall have the right to register all copyrights and patents in the name of the County of Los Angeles. Further, COUNTY shall have the right to assign, license, or otherwise transfer any and all of COUNTY's right, title and interest, including applicable copyrights and patents, in and to the items described in Paragraph 16.1.

16.3 CONTRACTOR and SUBCONTRACTOR shall protect the security of and keep confidential all materials, data, plans, reports, acceptance test criteria, acceptance test plans, departmental procedures and processes, and information received or produced under this Agreement to the extent any such materials, data, plans, reports, acceptance test criteria, acceptance test plans, departmental procedures and processes, and information are of a confidential nature. Further, CONTRACTOR and SUBCONTRACTOR shall use all such security measures that prudent contractors operating in their respective industries would use to protect all such materials, data, plans, reports, acceptance test criteria, acceptance test plans, departmental procedures and processes, and information from loss or damage by any cause, including fire and theft, which measures shall at least equal the degree of care SUBCONTRACTOR applies to the treatment of its own similar materials.

17. WARRANTY AGAINST CONTINGENCY FEES:

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

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

18. PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION:

18.1 SUBCONTRACTOR shall indemnify, defend, and hold harmless CONTRACTOR, COUNTY, and their respective officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including defense costs and legal, accounting and other expert, consulting, or professional fees, as such are incurred, for or by reason of any actual or alleged infringement of any patent or copyright, or other rights of any third party, or any actual or alleged trade secret disclosure or misappropriation, arising from or related to the system or the operation and utilization of SUBCONTRACTOR's Work under this Agreement or to the Prime Contract (collectively referred to as "Infringement Claims"). SUBCONTRACTOR shall have no obligation to CONTRACTOR or COUNTY under this Paragraph 18 if any infringement claim is caused by use by COUNTY of VIMS other than in accordance with the Specifications and other applicable Documentation, including all applicable license agreements. Any legal defense pursuant to SUBCONTRACTOR's indemnification obligations under this Paragraph 18 shall be conducted by SUBCONTRACTOR and performed by counsel selected by SUBCONTRACTOR and approved by CONTRACTOR and COUNTY in

writing, such consent not to be unreasonably withheld. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its cost and expense, except that in the event SUBCONTRACTOR fails to provide COUNTY with a full and adequate defense, as required by law and this Agreement, COUNTY shall be entitled to reimbursement for all such costs and expenses. COUNTY shall cooperate with and assist SUBCONTRACTOR, at SUBCONTRACTOR's expense, in connection with any claim, action, or lawsuit to which the above indemnity applies, including asserting all defenses, claims, or counterclaims reasonably requested by SUBCONTRACTOR, including that of sovereign immunity. In addition, SUBCONTRACTOR shall not, without COUNTY's prior written approval, accept any settlement, or enter a plea of guilty or nolo contendere, to any charge or claim that results in other than a monetary judgment against COUNTY, which monetary judgment in any event shall not exceed SUBCONTRACTOR's ability to pay and which shall be paid by SUBCONTRACTOR.

18.2 Without limiting the foregoing, in the event COUNTY's Project Director becomes aware that ongoing use of VIMS, or any part thereof, is the subject of any Infringement Claim that might preclude or impair COUNTY's use of VIMS or any component thereof (e.g., injunctive relief), or that COUNTY's continued use of VIMS may subject it to punitive damages or statutory penalties or other costs or expenses, COUNTY shall give notice to CONTRACTOR of such fact(s). Upon notice of such facts, CONTRACTOR shall, at no cost to COUNTY, either (a) procure the right, by license or otherwise, for COUNTY to continue to use the affected portion of VIMS, to the same extent of County's license under this Agreement, or (b) to the extent CONTRACTOR is unable to procure such right, replace or modify VIMS, in COUNTY's reasonable determination, to become non-infringing, non-misappropriating and/or non-disclosing. If CONTRACTOR (i) fails to complete the remedial acts set forth above within forty-five (45) Days of the date of the notice from COUNTY, or, (ii) if completion is not possible despite CONTRACTOR's commercially reasonable best efforts within such forty-five (45) Day period, CONTRACTOR fails to make substantial progress towards completing such remedial acts and COUNTY has not approved in writing (such approval not be unreasonably withheld or delayed) CONTRACTOR's plan of completing such remediation, then in either instance COUNTY shall have the right without limiting any other rights or remedies that COUNTY may have under the Agreement or at law or equity, to take such remedial acts it determines to be reasonable to mitigate any impairment of its use of VIMS or damages or other costs or expenses. CONTRACTOR shall indemnify COUNTY for all amounts paid and all-direct and indirect costs associated with such remedial acts. Failure by CONTRACTOR to pay such amounts and costs within ten (10) Days of invoice by COUNTY shall, in addition to, and cumulative to all other remedies entitle COUNTY to immediately withhold payments due to CONTRACTOR under this Agreement up to the total of the amounts and costs paid in connection with such remedial acts.

19. **WARRANTIES:**

19.1 SUBCONTRACTOR represents, warrants, covenants, and agrees that SUBCONTRACTOR shall promptly correct any and all defects, errors, or omissions in the Tasks, subtasks, Deliverables, goods, services, and other Work provided pursuant to this Agreement in order to conform and comply with all specifications, requirements, standards, and representations set forth in this Agreement and the Exhibits attached hereto, including Exhibit [_] (Statement of Work). Unless the term of such warranty is extended by the terms of an Exhibit attached hereto, including Exhibit [ ] (Statement of Work), the term of such warranty shall coincide with the term of the corresponding warranty made by CONTRACTOR to COUNTY for such Tasks, subtasks, Deliverables, goods, services, and other Work.

19.2 SUBCONTRACTOR further represents, warrants, covenants, and agrees that:

19.2.1. SUBCONTRACTOR represents and warrants that (a) SUBCONTRACTOR has the full power and authority to enter into this Agreement with COUNTY and to perform all of its obligations hereunder, (b) the Work and Deliverables provided hereunder by SUBCONTRACTOR are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including SUBCONTRACTOR's creditors, (c) during the term of this Agreement, CONTRACTOR shall not subordinate this Agreement or any of its rights hereunder to any third party without the prior written consent of COUNTY, and without providing in such subordination instrument for non-disturbance of COUNTY's use of the Integrated Systems, and any part thereof in accordance with this Agreement, and (d) the performance of this Agreement by SUBCONTRACTOR will not (i) violate, in any way, any non-disclosure Agreement, or (ii) constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, or other rights of any third party.

19.2.2. SUBCONTRACTOR shall in the performance of its obligations under this Agreement strictly comply with the specifications, requirements, standards, and representations set forth in this Agreement.

19.2.3. All Tasks, subtasks, Deliverables, goods, services, and other Work shall be provided and performed in a timely and professional manner by experienced, qualified, and, if appropriate, licensed or certified personnel.

19.2.4. Any software or data analysis used by SUBCONTRACTOR shall be available to CONTRACTOR and COUNTY during the term of this Agreement and for a period of five (5) years thereafter, provided that this warranty shall only apply to software or data analysis owned by or under the control of SUBCONTRACTOR and related to this Agreement;

19.2.5. All Tasks, subtasks, Deliverables, goods, services and other Work shall be completed in accordance with this Agreement and the Exhibits attached hereto, the Prime Contract, industry standards, and hardware manufacturers' specifications.

19.2.6. All hardware and software provided under this Agreement shall perform according to the requirements as set forth in Exhibit [_] (Statement of Work).

19.2.7. All documentation developed under this Agreement shall be uniform in appearance.

19.2.8. SUBCONTRACTOR shall not cause any unplanned interruption of the operations of, or accessibility to the Integrated Systems (as defined in the Prime Contract) or any component thereof through any Disabling Device, which has the potential or capability of compromising the security of COUNTY's confidential or proprietary information or of causing any unplanned interruption of the operations of, or accessibility of the Integrated Systems or any component thereof to COUNTY or any user or which could alter, destroy, or inhibit the use of the Integrated Systems or any component thereof, or the data contained therein, which could block access to or prevent the use of the Integrated Systems or any component thereof by COUNTY or users. SUBCONTRACTOR represents, warrants and agrees that it has not purposely placed, nor is it aware of, any Disabling Device on any Integrated System component provided to COUNTY under this Agreement or under the Prime Contract, nor shall SUBCONTRACTOR knowingly permit any subsequently delivered Integrated System component to contain any Disabling Device.

20. **COMPLIANCE WITH APPLICABLE LAW:**

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

20.2 SUBCONTRACTOR shall indemnify, defend, and hold harmless CONTRACTOR and 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 SUBCONTRACTOR or its employees, agents, of any such laws, rules, regulations, ordinances or directives.

21. **FAIR LABOR STANDARDS:** SUBCONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless CONTRACTOR and COUNTY, their respective officers, 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 the Federal Fair Labor Standards Act, for Work performed by SUBCONTRACTOR's employees for which the CONTRACTOR or COUNTY may be found jointly or solely liable.

22. **RESTRICTIONS ON LOBBYING:** SUBCONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by SUBCONTRACTOR, shall fully comply with COUNTY's lobbyist ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of SUBCONTRACTOR, or any COUNTY lobbyist or COUNTY lobbying firm retained by SUBCONTRACTOR while acting on behalf of SUBCONTRACTOR with respect to COUNTY, to fully comply with COUNTY's lobbyist ordinance shall constitute a material breach of this Agreement upon which COUNTY may immediately terminate or suspend this Agreement.

23. **NONDISCRIMINATION AND AFFIRMATIVE ACTION:**

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

23.2 SUBCONTRACTOR shall certify to, and comply with, the provisions of Exhibit [] SUBCONTRACTOR's EEO certification.

23.3 SUBCONTRACTOR shall take affirmative actions to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or physical or mental 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.

23.4 SUBCONTRACTOR certifies and agrees that it will deal with its bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disabilty,marital status or political affiliation.

23.5 SUBCONTRACTOR 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 off, or be otherwise subjected to discrimination under this Agreement or under any project program, or activity supported by the Agreement.

23.6 The SUBCONTRACTOR shall allow COUNTY representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 23 when so requested by the COUNTY.

23.7 If the COUNTY finds that any provisions of this Paragraph 23 have been violated, such violation shall constitute a material breach of this Agreement upon which the COUNTY may terminate or suspend this Agreement. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the SUBCONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the COUNTY that the SUBCONTRACTOR has violated the anti-discrimination provisions of this Agreement.

23.8 The Parties agree that in the event the SUBCONTRACTOR violates any of the anti-discrimination provisions of this Agreement, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

24. **EMPLOYMENT ELIGIBILITY VERIFICATION:** SUBCONTRACTOR 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 by federal and state statutes and regulations. SUBCONTRACTOR 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 as they currently exist and as they may be hereafter amended. SUBCONTRACTOR shall retain all such documentation for the period prescribed by law. SUBCONTRACTOR shall indemnify and hold harmless CONTRACTOR and COUNTY, their officers and employees, from and against any claims, demands, liabilities, losses, costs, and expenses, including defense costs and legal, accounting and other expert, consulting, or professional fees, which may be assessed against SUBCONTRACTOR, CONTRACTOR or COUNTY in connection with any alleged violation of any federal or state statutes or regulations pertaining to the eligibility for employment of any persons performing Work hereunder.

25. **LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES:** SUBCONTRACTOR shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditation, and certificates required by all federal, state, and local laws, ordinances, rules, regulations, guidelines, and directives, which are applicable to SUBCONTRACTOR's services under this Agreement. SUBCONTRACTOR shall further ensure that all of its officers and employees who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditation, and certificates which are applicable to their performance hereunder. A copy of each such license,

permit, registration, accreditation, and certificate required by all applicable federal, state, and local laws, ordinances, rules, regulations, guidelines, and directives shall be provided, in duplicate, to department of Registrar-Recorder/County Clerk, Management Services, 12400 Imperial Hwy., 7th Floor, Norwalk, California 90650, Attention: Ngozi Ume, Section Head.

26. **CAPTIONS AND PARAGRAPH HEADINGS:** Captions and paragraph headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing this Agreement.

27. **WAIVER:** No waiver by the COUNTY of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of 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 27 (WAIVER) shall not be exclusive and are in addition to any other rights and remedies provided at law, in equity, or under this Agreement.

28. **GOVERNING LAW, JURISDICTION AND VENUE:** This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. CONTRACTOR and SUBCONTRACTOR agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

29. **SEVERABILITY:** If any provision of this Agreement is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective. In the event that one or more of the provisions of this Agreement is found to be invalid, illegal or unenforceable in any respect, such provision shall be deemed deleted herefrom and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

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

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, with a copy in all cases to COUNTY, at the following addresses. Addresses may be changed by either party giving fifteen (15) Days prior written notice thereof to the other party. The Registrar shall have the authority to issue all notices or demands required or permitted by the COUNTY under this Agreement.

If to CONTRACTOR:

_____
_____
_____

With a copy to COUNTY, addressed as follows:

(1) Registrar-Recorder/County Clerk
Technical Services
12400 Imperial Hwy. Room 7017
Norwalk, California 90650
Attention: Michael Petrucello, Project Director
Facsimile: (562) 863-2354

(2) Registrar-Recorder/County Clerk
Precincting, GIS and Election Tally Systems Division
12400 Imperial Hwy. Room 6014
Norwalk, California 90650
Attention:
Facsimile:

(3) Registrar-Recorder/County Clerk
Management Services
12400 Imperial Hwy., Room 7201
Norwalk, California 90650
Attention: Ngozi Ume, Section Head

(4) County Counsel, Los Angeles County
Kenneth Hahn Hall of Administration, 6th Floor
500 W. Temple Street
Los Angeles, California 90012
Attention: Judy Whitehurst
Facsimile: (213) 617-7182

If to SUBCONTRACTOR:

_____
_____
Attention: _____
Facsimile: _____

With a copy to COUNTY, addressed as follows:

(1) Registrar-Recorder/County Clerk
Technical Services
12400 Imperial Hwy. Room 7017
Norwalk, California 90650
Attention: Michael Petrucello, Project Director
Facsimile: (562) 863-2354

(2) Project Director Department of Registrar-Recorder/County Clerk
Precincting, GIS and Election Tally Systems Division
12400 Imperial Hwy., Room 6014
Norwalk, California 90650
Attention:
Facsimile:

(3) Registrar-Recorder/County Clerk
Management Services
12400 Imperial Hwy., Room 7201
Norwalk, California 90650
Attention: Ngozi Ume, Section Head

(4) County Counsel, Los Angeles County
Kenneth Hahn Hall of Administration, 6th Floor
500 W. Temple Street
Los Angeles, California 90012
Attention: Judy Whitehurst
Facsimile: (213)617-7182

32. **RECYCLED BOND PAPER:**

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

33. **TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:** Failure of the SUBCONTRACTOR to maintain compliance with the requirements set forth in the Contractor's' Warranty of Adherence to COUNTY's Child Support Compliance Program, shall constitute default under this Agreement. Without limiting the rights and remedies available to the COUNTY under any other provision of this Agreement, failure of the SUBCONTRACTOR to cure such default within ninety (90) calendar Days of written notice shall be grounds upon which the COUNTY may terminate this Agreement pursuant to Paragraph 8 (Termination), and pursue debarment of the SUBCONTRACTOR, pursuant to County Code Chapter 2.202.

34. **TERMINATION FOR IMPROPER CONSIDERATION:**

34.1 COUNTY may, by notice to SUBCONTRACTOR, immediately terminate the right of SUBCONTRACTOR to proceed under this Agreement, if it is found that consideration, in any form, was offered or given by SUBCONTRACTOR, 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 determination with respect to SUBCONTRACTOR's performance pursuant to this Agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against SUBCONTRACTOR as it could pursue in the event of default of SUBCONTRACTOR.

34.2 SUBCONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to COUNTY manager charged with the supervision of the employee or to COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

35. **COUNTY'S QUALITY ASSURANCE PLAN:** COUNTY or its agent will evaluate SUBCONTRACTOR's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing SUBCONTRACTOR's compliance with all contract terms and conditions and performance standards. SUBCONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Prime Contract 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, CONTRACTOR and SUBCONTRACTOR. 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 or in the Prime Contract.

36. **SUBCONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:**

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

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

required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or COUNTY's Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

37. **SUBCONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW:** SUBCONTRACTOR acknowledges that COUNTY places a high priority on the Safely Surrendered Baby Law. SUBCONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY contractors and subcontractors to voluntarily post COUNTY's "Safely Surrendered Bay Law" poster in a prominent position at the CONTRACTOR's or SUBCONTRACTOR's place of business. COUNTY's Department of Children and Family Services will supply SUBCONTRACTOR with the poster to be used.

38. **DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS:**

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

38.2 If SUBCONTRACTOR 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 SUBCONTRACTOR by cash payment upon demand, or without limitation of all COUNTY 's other rights and remedies provided at law or equity, or under this Agreement, COUNTY may deduct any such costs not repaid by SUBCONTRACTOR from any amounts due to CONTRACTOR from COUNTY under the Prime Contract.

39. **CONFIDENTIALITY:**

39.1 SUBCONTRACTOR shall maintain the confidentiality of all records obtained from the COUNTY or CONTRACTOR under this Agreement in accordance with all applicable Federal, State, or local laws, ordinances, regulations and directives relating to confidentiality.

39.2 SUBCONTRACTOR shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Agreement.

40. **CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST:** Should the SUBCONTRACTOR require additional or replacement personnel after the Effective Date of this Agreement to perform the services set forth herein, the SUBCONTRACTOR shall give first consideration for such employment openings to qualified, permanent COUNTY employees who are targeted

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

41. **CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS :**

41.1 Should SUBCONTRACTOR require additional or replacement personnel after the Effective Date of this Agreement, SUBCONTRACTOR 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 SUBCONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that the SUBCONTRACTOR will interview qualified candidates. COUNTY will refer GAIN/GROW participants by job category to SUBCONTRACTOR.

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

42. **NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT:** SUBCONTRACTOR shall notify its employees that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

43. **COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**

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

43.2 Written Employee Jury Service Policy

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

43.2.2. For purposes of this Paragraph 43, "subcontractor" means a person, partnership, corporation or other entity which has 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 the contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by COUNTY , or 2) SUBCONTRACTOR 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.

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

43.2.4. SUBCONTRACTOR's violation of this Paragraph 43 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 SUBCONTRACTOR from the award of future County contracts for a period of time consistent with the seriousness of the breach.

44. **NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW:** The SUBCONTRACTOR shall 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 I of this the Prime Contract and is also available on the Internet at www.babysafela.org for printing purposes.

45. **SUBCONTRACTOR RESPONSIBILITY AND DEBARMENT:**

45.1 Responsible SUBCONTRACTOR: A responsible SUBCONTRACTOR is a SUBCONTRACTOR 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 SUBCONTRACTORs.

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

45.3 Non-responsible SUBCONTRACTOR: COUNTY may debar a SUBCONTRACTOR if the Board of Supervisors finds, in its discretion, that the SUBCONTRACTOR has done any of the following: (1) violated a term of a contract with COUNTY or a nonprofit corporation created by COUNTY , (2) committed an act or omission which negatively reflects on the SUBCONTRACTOR'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.

45.4 Contractor Hearing Board:

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

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

45.4.3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other

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

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

45.4.5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the SUBCONTRACTOR has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

46. **ENTIRE AGREEMENT:** The body of this Agreement and the Exhibits hereto constitutes the complete and exclusive statement of understanding between CONTRACTOR and SUBCONTRACTOR which supersedes all previous agreements, written or oral, and all communications relating to the subject matter of this Agreement.

47. **CONSTRUCTION:** 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.

SUBCONTRACT AGREEMENT TO
COUNTY AGREEMENT NUMBER _____

IN WITNESS WHEREOF, CONTRACTOR and SUBCONTRACTOR have caused this Agreement to be subscribed by their duly authorized officers on the day, month and year first above written.

CONTRACTOR

[Name of Contractor]

By_____
Name:
Title:

SUBCONTRACTOR

[Name of Subcontractor]

By _____
Name:
Title:

Exhibit 1
Statement of Work

(To be prepared by CONTRACTOR
and SUBCONTRACTOR)

Exhibit 2
Additional Terms and Conditions

(To be prepared by CONTRACTOR
and SUBCONTRACTOR)

Exhibit 3
SUBCONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY & ASSIGNMENT OF RIGHTS

PROJECT NAME: _____

SUBCONTRACTOR/EMPLOYER NAME:_____

CONTRACTOR NAME:_____

LA COUNTY CONTRACT NUMBER: _____

Your employer referenced above has entered into a subcontract with the above referenced Contractor to provide certain services to the County of Los Angeles ("County") under the above-referenced County contract ("Prime Contract"). County requires your signature on this Subcontractor Employee Acknowledgement, Confidentiality & Assignment of Rights ("Agreement").

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Subcontractor referenced above is my sole employer for purposes of the above referenced Prime Contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of Work under the above referenced Prime Contract.

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

CONFIDENTIALITY AGREEMENT:

You may be involved with Work pertaining to services provided by the County of Los Angeles and, if so, you may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, you may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal and welfare recipient records. If you are to be involved in County Work, the County must ensure that you, too, will protect the confidentiality of such data and information. Consequently, you must sign this Agreement as a condition of your Work to be provided by your employer for the County. Please read this Agreement and take due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing Work related to the above referenced Prime Contract. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of the Prime Contract by myself and/or by any other person of which I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of Work related to the Prime Contract, or termination of my employment with my employer, whichever occurs first.

ASSIGNMENT OF PROPRIETARY RIGHTS:

As used in this Agreement, "Works" means (a) any inventions, trade secrets, ideas, original works of authorship or Confidential Information (as defined below) that I conceive, develop, discover or make in whole or in part during my employment with Subcontractor which relates to the Prime Contract, (b) any inventions, trade secrets, ideas, original works of authorship or Confidential Information (as defined below) that I conceive, develop, discover or make in whole or in part during or after my employment with Subcontractor which are made through the use of any of Subcontractor's equipment, facilities, supplies, trade secrets or time, or which result from any work I perform for Subcontractor, and (c) any part or aspect of any of the foregoing. "Confidential Information" means all information or material disclosed to or known by me as a consequence of my employment with Subcontractor, including third party information or information disclosed by County that Subcontractor treats as confidential, and any information disclosed to or developed by me or embodied in or relating to the Works.

All Works shall belong exclusively to Subcontractor whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all Works shall be deemed to be "works made for hire" under the United States Copyright Act, and Subcontractor shall be deemed to be the author thereof.

If and to the extent any Works are determined not to constitute "works made for hire," or if any rights in the Works do not accrue to Subcontractor as a work made for hire, I irrevocably assign and transfer to Subcontractor to the maximum extent permitted by law all right, title and interest in the Works, including all copyrights, patents, trade secret rights, and other proprietary rights in or relating to the Works. Without limiting the foregoing, I irrevocably assign and transfer to Subcontractor all economic rights to the Works, including the exclusive and unrestricted right to reproduce, manufacture, use, adapt, modify, publish, distribute, sublicense, publicly perform and communicate, translate, lease, import, export, transfer, convey and otherwise exploit the Works.

I expressly acknowledge and agree that I wish to remain anonymous and not to have my name or any pseudonym used in connection with the Works.

I expressly approve any and all modifications, uses, publications and other exploitation of the Works that Subcontractor or any successor or transferee of Subcontractor may elect to make, and I expressly agree that no such modifications, uses, publications or exploitations will or may cause harm to my honor or reputation, or will be deemed to constitute a distortion or mutilation of the Works.

I agree to provide any assistance reasonably requested by Subcontractor, now and in the future, to obtain United States or foreign letters patent and copyright registrations covering inventions and original works of authorship belonging or assigned to Subcontractor. I shall execute any transfers of ownership of letters patent or assignments of copyrights or other proprietary rights transferred or assigned hereunder (including short form assignments intended for recording with the U.S. Copyright Office, the U.S. Patent and Trademark Office, or any other entity). If Subcontractor is unable for any reason whatsoever, including my mental or physical incapacity, to secure my signature to apply for or to pursue any application for any United States or foreign letters patent or copyright registrations or on any document transferring or assigning any patent, copyright or other proprietary right that I am obligated to transfer or assign, I irrevocably designate and appoint Subcontractor and its duly authorized officers and agents as my agent and attorney in fact, to act for and on its behalf and stead to execute and file any such applications and documents and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations or transfers or assignments thereof or of any other proprietary rights with the same legal force and effect as if executed by me. This appointment is coupled with an interest and is irrevocable.

This Agreement shall be construed in accordance with the provisions of Section 2870 of the California Labor Code (the text of which follows) relating to inventions made by an employee. Accordingly, this Agreement is not intended and shall not be interpreted to assign to or vest in Subcontractor any of my rights in any inventions developed entirely on my own time without using Subcontractor's equipment, supplies, facilities, or trade secret information, except for those inventions that either relate at the time of conception or reduction to practice of the invention to Subcontractor's business or the actual or demonstrably anticipated research or development of Subcontractor, or result from any work I performed for Subcontractor.

California Labor Code Section 2870. Employment Agreements; Assignment of Rights

(a) Any provision in an employment agreement which provides that an employee shall assign or offer to assign any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

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

Signed:_____ Date: ____/____/____

Printed:_____

Position:_____

EXHIBIT G1

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No._____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT G2

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No._____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

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 I

SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

www.babysafela.org

Exhibit I

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.

Exhibit I

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.

Exhibit J

LOS ANGELES COUNTY
REGISTRAR-RECORDER/COUNTY CLERK

CUSTOM PROGRAMMING MODIFICATION REQUEST

This document is used to request and document a baseline/custom programming modification and database table updates.

Date _____

Module _____

Requester's Name _____ **Phone:** _____

Contact Person _____

Modification Type

- ☐ Enhancement
- ☐ Design Clarification
- ☐ Other _____

Modification Description *(Attach other pages if necessary)*

Comments

Modification Approval

Project Director	*Signature*	*Date*
Project Manager	*Signature*	*Date*

Contractor Approval

Project Director	*Signature*	*Date*

County of Los Angeles – Community Business Enterprise Program (CBE)

Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

1. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: _____

- o **I AM NOT** A Local SBE certified by the County of Los Angeles Office of Affirmative Action
- o **I AM** Compliance as of the date of this proposal/bid's submission.
- o As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number: _____

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to gender, race, creed, or color.

Business Structure: o **Sole Proprietorship** o **Partnership** o **Corporation** o**Non-Profit**
o **Franchise** o **Other** (Please Specify) _____

Total Number of Employees (including owners):

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian/Alaskan Native						
Filipino American						
White						

III. **PERCENTAGE OF OWNERSHIP IN FIRM**: Please indicate by percentage (%) how ownership is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian/ Alaskan Native	Filipino American	White
Men						
Women						

IV. **CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES**: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. **DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.**

Authorized Signature	**Title:**	**Date:**

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2005)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2005 are less than $37,263 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2006.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at *www.irs.gov*.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2005 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2005 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2005 and owes no tax but is eligible for a credit of $799, he or she must file a 2005 tax return to get the $799 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2006 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.