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

LEROY D. BACA, SHERIFF

May 15, 2007

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

Dear Supervisors:

APPROVAL OF AN AGREEMENT WITH RCC CONSULTANTS, INC. FOR PUBLIC SAFETY RADIO INTEROPERABILITY CONSULTANCY SERVICES AND AN APPROPRIATION ADJUSTMENT (ALL DISTRICTS) (4 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair of the Board of Supervisors to sign the attached agreement with RCC Consultants, Inc. (RCC) for Public Safety Radio Interoperability Consultancy Services with a maximum contract sum of $2,300,000.

2. Authorize the Sheriff, or his designee, to sign and execute applicable documents of this agreement, when the original contracting entity has merged, been purchased, or otherwise changed; and to execute amendments to meet the needs of the Los Angeles County Sheriff's Department (Department), if it is in the best interest of the County.

3. Approve an Appropriation Adjustment, in the amount of $880,000 from the Designation for Interoperability and Countywide Communications to the Sheriff's General Support budget unit (in Services and Supplies) to augment the Sheriff's Fiscal Year 2006-2007 budget.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to establish an Agreement with RCC to refine detailed needs, available resources, and then specify voice and data network(s) which will be able to support the operational needs of all public safety agencies within the County of Los Angeles. RCC is expected to build upon the findings of earlier

projects that address County-wide requirements and design concepts and then prepare detailed specifications for a new County-wide multi-agency, interoperable public radio system. RCC is also expected to completed their tasks in a timely manner so that a Request For Proposal (RFP) for the system will be ready for release in no more than nine months after the signing of the agreement.

The Urban Area Security Initiative (UASI) Grant Program

The U.S. Department of Homeland Security, Office of Domestic Preparedness (ODP), has provided $765 million in funding under the Fiscal Year (FY) 2006 UASI grant program to 35 high-threat urban areas nationwide and 11 cities that were UASI-designees last year. The City of Los Angeles has applied for and been awarded the grant on behalf of the Los Angeles/Long Beach Urban Area and is authorized to administer the grant. It is anticipated that the Department will be awarded $2.5 million under UASI in mid-2007.

The grant funding was requested to study the feasibility of a County-wide single platform interoperable communications system. This study must be completed no more than six months after signing of a contract with a needs assessment based on existing recent studies and/or personal agency interviews. The consultant must concurrently write the necessary specifications and requirements so that a RFP can be released no more than nine months after signing of a contract.

Implementation of Strategic Plan Goals

The services provided under this agreement support the County's Strategic Goal 3, Organizational Effectiveness. Specifically, the agreement will enable the public safety agencies of the region to effectively communicate during a multi-agency response, especially in the event of a homeland security or emergency response incident. The services provided under this agreement also support the County's Strategic Goal 8, Public Safety, Strategy 1, Implementation of Region-wide public safety radio interoperability system.

FISCAL IMPACT/FINANCING

The consultancy services will involve over 8,000 work hours to survey sites, define user requirements, finalize technical specifications, and develop the RFP package. The maximum contract sum is $2,300,000 and this amount will be fully reimbursed from the UASI Grant through the City of Los Angeles.

In view of the time constraints of this UASI Grant project, Chief Administrative Office (CAO) has identified an advance amount of $880,000 from the Designation for Interoperability and Countywide Communications to be transferred to the Sheriff's

General Support budget unit (in Services and Supplies) to enable the consultants to start their work early, so that tasks required within nine months can be completed.

It is expected that the UASI Grant funds from the City of Los Angeles will be available well before this advance amount is exhausted. A Memorandum of Agreement (MOA) with the City of Los Angeles on accepting this UASI Grant is being prepared. This MOA will be submitted to your Board for approval as soon as the financial arrangements with the City of Los Angeles have been finalized.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In September 2000, RCC was hired by the County to explore the feasibility of replacing the existing and nearly obsolete Fire and Sheriff's Radio Communications systems with a single modern radio system to provide extensive voice and data services, and improve coverage throughout the County. As a result of the study, it was recommended that a consolidated radio communications system for Fire, Sheriff's, and Office of Public Safety should be implemented. In April 2005, the Regional Interoperability Steering Committee (RISC) was created to explore the feasibility of conducting a County-wide radio interoperability study. The RISC consisted of the chief executives of the major public safety departments within Los Angeles County as well as the Chief Administrative Officers for the City and County of Los Angeles, and representatives of the independent police and fire chiefs.

In July 2005, RISC also hired RCC to validate the concept of interoperability across Los Angeles County public safety departments, and to study the need for public safety radio communications interoperability between the Los Angeles Police Department (LAPD), the Los Angeles Fire Department (LAFD), the Port of Los Angeles Police, the Los Angeles World Airports Police (LAWA), the Los Angeles County Sheriff's Department (LASD), the Los Angeles County Fire Department (LACoFD), the Los Angeles County Department of Health Services (LACoDHS), and other public safety agencies within the Los Angeles County area. In this 2005 study, RCC concluded that interoperability between the public safety agencies of the City of Los Angeles and the other public safety agencies in the Region would best be achieved with the creation of a shared Region-wide single platform voice and data radio system.

The new radio system would be shared by LAPD, LAFD, LASD, LACoFD, LACoDHS, and the many municipal public safety agencies within Los Angeles County. It would be created by pooling the agencies' UHF band radio frequencies into a shared radio system for voice and utilizing the agencies' 800 MHz frequencies as a shared mobile data system.

The County Counsel has reviewed and approved this proposed Agreement as to form.

CONTRACTING PROCESS

RCC is the best known source vendor on the subject. It will take another consultant a year or more to acquire similar understanding and knowledge on the subject. Only RCC has the necessary background and proprietary knowledge that will allow the County to meet the stringent UASI Grant requirements of an accelerated study, needs assessment, and the RFP within the specific time frame.

IMPACT ON CURRENT SERVICES

There will be no negative impact on current Department operations and services. This proposed agreement will help provide for complete interoperability throughout Los Angeles County and the Southern California Region; encompassing major portions of the five surrounding counties.

CONCLUSION

Upon approval by your Board, please return two (2) adopted copies of this action to the Sheriff's Department, Contracts Unit, for further processing.

Sincerely,

LEROY D. BACA
SHERIFF

725792

PARADISE PRINTING

76R 352M 11/83

BOARD OF SUPERVISORS OFFICIAL COPY

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPT'S. No. 770

DEPARTMENT OF SHERIFF

MAY 2, ~~19~~ 200

AUDITOR-CONTROLLER.
THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. WILL YOU PLEASE REPORT AS TO ACCOUNTING AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF ADMINISTRATIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

-- 4 VOTES --

FISCAL YEAR 06/07

SOURCES	USES
DESIGNATION FOR INTEROPERABILITY AND COUNTYWIDE COMMUNICATION A01-3071 $880,000	SHERIFF - GENERAL SUPPORT A01-SH-15681-15687-2000 SERVICES AND SUPPLIES $880,000

JUSTIFICATION: Reflects an advance of $880,000 to facilitate the timely initiation of consultant services until the Urban Area Security Initiative (UASI) grant funds are received.

Jacqueline White

Jacqueline White, Assistant Division Chie

CHIEF ADMINISTRATIVE OFFICER'S REPORT

REFERRED TO THE CHIEF ADMINISTRATIVE OFFICER FOR— ACTION

RECOMMENDATION

AUDITOR CONTROLLER BY Barbara Hassbaum

APPROVED AS REQUESTED AS REVISED

5/3 1907

CHIEF ADMINISTRATIVE OFFICER

APPROVED (AS REVISED): 19

PUBLIC SAFETY RADIO INTEROPERABILITY CONSULTANCY SERVICES

FOR

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

RCC CONSULTANTS, INC.

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT AGREEMENT

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RECITALS

THIS AGREEMENT is entered into as of the Effective Date by and between the County of Los Angeles ("County") and RCC Consultants, Inc., a Delaware Corporation, located at 100 Woodbridge Center Drive, Suite 201, Woodbridge, New Jersey 07095-1125 ("Contractor"), for the Los Angeles County Sheriff's Department (the "Department").

WHEREAS, the Department desires to examine the needs for public safety radio interoperability in the Los Angeles County.

WHEREAS, Contractor represents that it possesses the necessary special skills, knowledge and technical competence and sufficient staffing to provide such public safety radio interoperability consultancy services; and

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

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

1. AGREEMENT AND INTERPRETATION

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

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

1.2.1. Exhibit A – Additional Terms and Conditions

1.2.2. Exhibit C – Price and Schedule of Payments

1.2.3. Exhibit B – Statement of Work

1.2.4. Exhibit D – Contractor's EEO Certification

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

Exhibit E2 - Contractor's Non-Employee Acknowledgment and Confidentiality Agreement

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

1.4 Construction. The words "herein", "hereof", and "hereunder" and words of similar import used in this Agreement refer to this Agreement, including all annexes, attachments, Exhibits, and Schedules as the context may require. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this Agreement with the words "including", "for example", "e.g.", "such as", "etc.", or any derivation of such words, such examples are intended to be illustrative and not limiting. Captions and Paragraph headings used in the Agreement are for convenience only and are not a part of the Agreement and shall not be used in construing the Agreement.

2. DEFINITIONS

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

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

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

2.3 "Business Day" means Monday through Friday, excluding County observed holidays.

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

2.5 "Contractor Key Personnel" means the Contractor Project Director and Contractor Project Manager.

2.6 "Contractor Project Director" has the meaning set forth in Paragraph 4.1 (Contractor Project Director).

2.7 "Contractor Project Manager" has the meaning set forth in Paragraph 4.2 (Contractor Project Manager).

2.8 "Contractor Technical Staff" has the meaning set forth in Paragraph 4.3 (Approval of Contractor Staff).

2.9 "County" has the meaning set forth in the Recitals.

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

2.11 "County Indemnitees" has the meaning set forth in Paragraph 13.1 (Indemnification) of Exhibit A (Additional Terms and Conditions).

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

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

2.14 "Deliverable" means a service, product, or good to be provided by Contractor to County under this Agreement and identified as a numbered Deliverable in the Statement of Work or any approved Change Order or amendment.

2.15 "Department" has the meaning set forth in the Recitals.

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

2.17 "Effective Date" means the first date on which this Agreement has been executed by all parties and approved by the Board.

2.18 "Hourly Labor Rate" means, for Contractor's personnel, the fully burdened hourly rates set forth in Exhibit C (Price and Schedule of Payments), each of which such rates includes an allocated average of direct and indirect costs, overhead, and administrative expenses attributable to each personnel hour worked.

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

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

2.21 "Invoice Discrepancy Report" or "IDR" has the meaning set forth in Paragraph 10.6 (Invoice Discrepancy Report).

2.22 "Jury Service Program" has the meaning set forth in Paragraph 32 (Compliance with Jury Service Program) of Exhibit A (Additional Terms and Conditions).

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

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

2.25 "Project Control Document" has the meaning given to the defined term "PCD" in the Statement of Work.

2.26 "Project Status Reports" has the meaning set forth in Paragraph 4.4 (Project Status Reports by Contractor).

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

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

2.29 "Subtask" means one or more sub-areas of work to be performed under this Agreement and identified as a numbered Subtask in the Statement of Work or any approved Change Order or amendment.

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

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

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

2.33 "Work" means any and all Tasks, Subtasks, Deliverables, goods, and other services performed by or on behalf of Contractor including the work required pursuant to this Agreement, the Statement of Work, and all the Exhibits, Change Orders, and amendments hereto.

3. ADMINISTRATION OF AGREEMENT – COUNTY

3.1 County Project Director.

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

Captain Richard A. Adams
1277 N. Eastern Avenue
Los Angeles, CA 90063
Tel. No. (323) 881-8001
Fax No. (323) 415-3649
Email: raadams@lasd.org

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

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

3.1.4 Subject to the agreement of Contractor, County Project Director is authorized to adjust funds as necessary, between Tasks/Subtasks/Deliverables, or introduce new Tasks/Subtasks/Deliverables, provided that the Scope of Work is not changed and the Maximum Contract Sum is not exceeded.

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

3.2 County Project Manager.

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

Lieutenant Charles B. Smith
1277 N. Eastern Avenue
Los Angeles, CA 90063
Tel. No. (323) 881-8275
Fax No. (323) 415-3031
Email: cbsmith@lasd.org

Unless otherwise specifically noted, whenever this Agreement calls for a notice, report, or other delivery to be made by Contractor (or any representative thereof) to County Project Manager, such notice, report, or other delivery shall be made to County Project Manager in accordance with the notice information set forth above or in accordance with such other notice information as County may notify Contractor from time to time pursuant to Subparagraph 3.2.2.

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

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

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

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

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

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

4. ADMINISTRATION OF AGREEMENT – CONTRACTOR

4.1 Contractor Project Director.

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

Thomas Gray, Vice President & General Manager
266 E. 33rd Street
San Bernardino, CA 92404-2559
Tel. No. (909) 881-0250
Cell. No. (909) 239-9642
Fax No. (909) 881-8979
Email: tom.gray@rcc.com

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

4.1.3 From the Effective Date through the expiration of the Term, Contractor Project Director shall be available to meet and confer with County Project Director at least monthly in person or by phone, to review project progress and discuss project coordination.

4.1.4 Contractor Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate Contractor in any respect whatsoever.

4.2 Contractor Project Manager.

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

David J. Feeney
Associate Director
746 West Huntington Drive, Unit A
Arcadia, CA 91007-1324
Tel. No. (626) 254-1934
Cell No. (626) 497-7628
Fax No. (626) 254-1935
Email: dfeeney@rcc.com

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

4.2.3 From the Effective Date through the expiration of the Term, Contractor Project Manager shall be available to meet and confer as necessary, but no less frequently than monthly, with County.

4.2.4 Contractor 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 Contractor in any respect whatsoever.

4.3 Approval of Contractor's Staff.

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

4.3.2 Contractor shall endeavor to assure continuity during the Term of Contractor personnel performing functions under this Agreement, including Task Group Managers, Operations Specialists, Radio Engineers, and Regulatory Specialists (collectively, "Contractor Technical Staff"). Notwithstanding the foregoing, County Project Director may require removal of any Contractor Technical Staff.

4.3.3 In the event Contractor should desire 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 possible (e.g., a removal for cause or other egregious act), and shall work with County on a mutually agreeable transition plan so as to ensure project continuity.

4.3.4 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.

4.3.5 All staff employed by and on behalf of Contractor shall be adults who are legally eligible to work under the laws of the United States of America and the State of California. All Contractor Key Personnel and all other members of Contractor's staff who have direct contact with County (either by telephone, electronic or written correspondence, or in person) shall be fully fluent in both spoken and written English.

4.4 Project Status Reports by Contractor.

In order to control expenditures and to ensure the reporting of all Work provided by Contractor, Contractor Project Manager shall provide County Project Director and County Project Manager with minimum monthly written reports ("Project Status Reports") which contain the information for each task/subtask of the Statement of Work, and such other information as County Project Director or County Project Manager may from time to time reasonably request.

5. WORK; APPROVAL AND ACCEPTANCE

General

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

6. CHANGE ORDERS AND AMENDMENTS

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

6.1 General

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

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

6.1.2 For any change that materially affects the scope of Work, period of performance, amount of payments, or any other term or condition in the body of this Agreement or Exhibit A (Additional Terms and Conditions), then a negotiated amendment to this Agreement shall be executed by the Board and Contractor.

6.1.3 Michael W. Hunter, or another officer of Contractor to whom he has delegated signing authority, is responsible for signing revisions, on behalf of Contractor, to this Agreement.

6.2 Audit of Change Order Work.

County is entitled to audit, in accordance with Paragraph 41.0 (Records and Audits) of Exhibit A (Additional Terms and Conditions), Contractor's compliance with Paragraph 6 (Change Orders and Amendments) in respect of Work performed pursuant to a Change Order.

7. TERM

The term of this Agreement shall commence upon the Effective Date and shall continue for a period of one (1) year, unless terminated earlier in whole or in part, as provided in this Agreement (the "Initial Term"). The Sheriff has the option, at the Sheriff's discretion and upon notice to Contractor no later than thirty (30) days prior to the end of the then-current period of the Term, to extend the term of this Agreement for up to eighteen month-to-month periods in any increment (each an "Option Term"). As used herein, the "Term" shall mean the Initial Term and, if extended, each Option Term, as the case may be. Contractor shall notify the County Project Manager and County Project Director when the Initial Term, or when each Option Term, as the case may be, is within one (1) month from the expiration of the Initial Term, or within five Business Days from the expiration of such Option Term, as the case may be, as provided for in this Paragraph 7 (Term).

8. PRICES AND FEES

8.1 General

The prices and fees for this Agreement shall be the amount payable by County to Contractor for performing all Work required under this Agreement. The Contractor shall not be entitled to payment or reimbursement for any Work, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified in this Agreement. The payment amounts described in Exhibit C (Price and Schedule of Payments) represent the maximum amounts the County will pay the Contractor for each Task/Subtask/Deliverable subject to the approval of County Project Director.

8.2 Maximum Contract Sum

The "Maximum Contract Sum" under this Agreement shall be the total monetary amount payable by County to Contractor for providing required Work under this Agreement for the Term. The Maximum Contract Sum for this Agreement, including applicable Taxes, authorized by County hereunder shall in no event, expressly or by implication, exceed $2,300,000 and shall be allocated as set forth in Exhibit C (Price and Schedule of Payments).

9. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS

9.1 Notwithstanding any other provision of this Agreement, either expressly or by implication, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until the Board appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated and such termination shall be deemed a termination for convenience pursuant to Paragraph 6.0 (Termination for Convenience) of Exhibit A (Additional Terms and Conditions). County shall endeavor to notify Contractor in writing of any such non-appropriation of funds at the earliest possible date. Nothing in this Agreement shall be construed to require Contractor to undertake, commence, or continue any Work for which sufficient funds have not been appropriated by County.

9.2 The Agreement (annual, monthly, hourly) rate may be adjusted annually 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 employees salaries, no cost of living adjustments will be granted.

10 INVOICES AND PAYMENTS

10.1 Approval of Invoices

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

10.2 Submission of Invoices. Contractor shall invoice County upon completion of Tasks, Deliverables, and other Work which are specified, without duplication, in
10.2 this Agreement, Exhibit B (Price and Schedule of Payments), Exhibit C (Statement of Work), or any Change Orders, as applicable, and which have been approved in writing by County Project Director pursuant to Paragraph 5 (Work; Approval and Acceptance). Contractor shall invoice the County for each Deliverable in a lump-sum not to exceed the amount listed in Exhibit B (Price and Schedule of Payments). A 10% holdback will be applied to all payments in accordance with Exhibit B (Price and Schedule of Payments). All invoices and supporting documents under this Agreement shall be submitted in duplicate (original and one copy) to the following address:

Los Angeles County Sheriff's Department
Communication & Fleet Management Bureau
1277 N. Eastern Avenue
Los Angeles, CA 90063
Attention: Lieutenant Charles B. Smith

10.3 Detail. Each invoice submitted by Contractor shall include:

The Tasks, Subtasks, Deliverables, goods, services, or other Work, and supporting documents of actual costs incurred as described in Exhibit B (Statement of Work) and Exhibit C (Price and Schedule of Payments) for which payment is claimed and the amount of payment therefor.

10.4 Contractor Responsibility

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

10.5 Invoice Discrepancy Report

County Project Manager or designee shall review all invoices for any discrepancies and issue an "Invoice Discrepancy Report" (or "IDR") to Contractor within ten (10) days of receipt of invoice if payment amounts are disputed. Contractor shall review the disputed charges and submit to County Project Manager a written explanation detailing the basis for the charges within ten (10) days of receipt of the IDR from County Project Manager. If County Project Manager does not receive a written response from Contractor within ten (10) days of County's notice to Contractor of an IDR, then County payment will be made, less the disputed charges.

10.6 County's Right to Withhold

In addition to any rights of County provided in this Agreement, or at law or in equity, County may, upon notice to Contractor, withhold payment for any Work while Contractor is in default hereunder, or at any time that Contractor has not provided County approved Work; provided, however, that any such withholding of payment to Contract is subject to the dispute resolution procedures set forth in Section 2.0 (Dispute Resolution Procedure) of Exhibit A (Additional Terms and Conditions).

11. NOTICES

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

To County: (1) Los Angeles County Sheriff's Department
Communication & Fleet Management Bureau
1277 N. Eastern Avenue
Los Angeles, CA 90063
Attention: Lieutenant Charles B. Smith

with a copy to:

(2) Los Angeles County Sheriff's Department
Legal Advisory Unit
4700 Ramona Boulevard, Suite 225
Monterey Park, CA 91754-2169
Attention: Gary Gross
Facsimile: (323) 267-6687

To Contractor:(1) RCC Consultants, Inc.,
100 Woodbridge Center Drive, Suite 201
Woodbridge, NJ 07095-1125
Attention: Michael W. Hunter, President and CEO
Facsimile: (732) 404-2585

With a copy to:

(2) RCC Consultants, Inc.
10700 North Freeway, Suite 610
Houston, TX 77037-1146
Attention: Gregory A. Munchrath, Sr. Vice President
Facsimile: (281) 999-1546

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

12. ARM'S LENGTH NEGOTIATIONS

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

13. SURVIVAL

The following Paragraphs of this Agreement shall survive its expiration or termination for any reason: 1, 2, 8, 10, 11, 12 and all the terms and conditions set forth in Exhibit A (Additional Terms and Conditions).

[Intentionally Left Blank]

AGREEMENT
BETWEEN COUNTY OF LOS ANGELES
AND
RCC CONSULTANTS, INC.

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

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

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

By _____
Deputy

RCC CONSULTANTS, INC.

By _____
Michael W. Hunter
President and CEO

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

By _____
Gary Gross
Principal Deputy County Counsel

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

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EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

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

1.0 SUBCONTRACTING

1.1 General

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

1.2 Procedure for Subcontracting

If Contractor desires to subcontract any portion of its performance, obligations, or responsibilities under the Agreement to any subcontractor, Contractor shall adhere to the following procedures.

1.2.1 Contractor shall notify County Project Director of its desire to subcontract a portion of the Work, which notice shall include the reason for the proposed subcontract, and a description of the Work to be performed under the proposed subcontract.

1.2.2 The identity of such subcontractor and why such subcontractor was selected.

1.2.3 A certificate of insurance from the proposed subcontractor which establishes that the subcontractor maintains all the programs of insurance required by the Agreement.

1.2.4 If the proposed Work is to be performed by a subcontractor, then in addition to the foregoing, Contractor shall provide:

i. A draft copy of the proposed subcontract. The material provisions of any approved subcontract between Contractor and a third party may be changed or amended, as applicable, only with the prior written approval of County Project Director, which approval shall not be unreasonably withheld; and

ii. Any other information and/or certifications reasonably requested by County.

County Project Director will review Contractor's request to subcontract and determine, in his 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 Project Director a fully executed copy of each subcontract entered into by Contractor pursuant to this Subparagraph 1.2.4, 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.

1.2.5 Contractor shall obtain an executed subcontractor Employee Acknowledgment and Confidentiality (see Exhibit E1 (Contractor's Employee Acknowledgement and Confidentiality Contract)) for each of subcontractor's employees performing Work under the subcontract. Such Contracts shall be delivered to County 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.

1.3 Contractor Responsibilities.

1.3.1 Notwithstanding any County consent to any subcontracting, Contractor shall remain responsible for any and all performance required of it under the 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.

1.3.2 In the event that County consents to any subcontracting, such consent shall be subject to County's right to reject any and all subcontractor personnel providing services under such subcontract.

1.3.3 In the event that County consents to any subcontracting, Contractor shall cause the subcontractor, on behalf of itself, its successors and administrators, to 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 the Agreement and any amendment hereto as it relates to or affects the Work performed by subcontractor hereunder.

1.3.4 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.

2.0 DISPUTE RESOLUTION PROCEDURE

2.1 General

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

2.2 Continued Work

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

2.2.1 If Contractor fails to continue without delay its performance hereunder that County, in its reasonable discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by County, or County may deduct or offset all such additional costs from any amounts due to Contractor from County.

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

2.3 Dispute Resolution Procedures

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

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

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

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

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

2.4 Documentation of Dispute Resolution Procedures

All disputes utilizing the Dispute Resolution Procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in Subparagraph 2.3 (Dispute Resolution Procedures), the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.

2.5 Not Applicable to County's Right to Terminate

Notwithstanding any other provision of the Agreement, County's right to terminate the Agreement pursuant to Paragraph 4.0 (Termination for Insolvency), Paragraph 5.0 (Termination for Default), Paragraph 6.0 (Termination for Convenience), or Paragraph 7.0 (Termination for Improper Consideration), in each case, of this Exhibit, or any other termination provision hereunder, shall not be subject to the Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to

impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

3.0 CONFIDENTIALITY

3.1 General

Contractor shall maintain the confidentiality of all records and information, events or circumstances which occur during the course of Contractor's performance under the Agreement, in accordance with all applicable Federal, State, and local laws, regulations, ordinances, guidelines, and directives relating to confidentiality. Contractor shall inform all of its directors, officers, shareholders, employees, and agents providing services hereunder of the confidentiality provisions of the Agreement. Contractor shall provide to County an executed Contractor's Employee Acknowledgment and Confidentiality Contract (Exhibit E1 to the Agreement) for each of its employees performing Work under the Agreement. Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to whom Contractor discloses such confidential information.

3.2 Disclosure of Information.

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

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

until County shall have been given a reasonable opportunity to obtain such relief.

3.3 Contractor Information

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

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

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

3.3.3 Any materials indicating the volume, frequency and type of goods and services provided by Contractor, including, but not limited to use under Paragraph 24.0 (Resolicitation of Bids, Proposals, or Information).

3.4 Use of County Name

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

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

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

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

3.4.4 Notwithstanding anything herein to the contrary, County reserves the right to object to any use of County's name and Contractor shall cure promptly and prospectively any use of County's name that has been objected to by County.

3.5 Injunctive Relief

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

4.0 TERMINATION FOR INSOLVENCY

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

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

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

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

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

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

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

County to exercise all of its rights and benefits under the Agreement. The foregoing shall survive the termination or expiration of the Agreement for any reason whatsoever.

5.0 TERMINATION FOR DEFAULT

5.1 Event of Default

Either party may, upon notice to the other party, terminate the whole or any part of the Agreement if the other party fails to perform any of its material obligations under this Agreement within the times specified in the Agreement, or breaches or fails to perform or comply with any of the other provisions of the Agreement, including the applicable notice and cure periods, if any (if no cure period is specified in the Agreement, a party shall have thirty (30) days following notice from the other party specifying such breach or failure to cure prior to termination under this Paragraph 5.0 (Termination for Default), or such longer period as the non-breaching party may authorize, in writing, provided that nothing in this Subparagraph 5.1 shall in any way limit or modify any rights or obligations of either party as otherwise set forth in the Agreement.

5.2 Deemed Termination for Convenience

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

5.3 Completion of Work

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

Subparagraph 5.3 (Completion of Work), any Work created, modified, or repaired by or at the direction of County shall be deemed Work under the Agreement.

6.0 TERMINATION FOR CONVENIENCE

6.1 Termination for Convenience.

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

6.2 No Prejudice; Sole Remedy

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

7.0 TERMINATION FOR IMPROPER CONSIDERATION

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

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

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

8.0 TERMINATION FOR GRATUITIES

County may, by notice to Contractor, terminate the right of Contractor to proceed under the Agreement upon one (1) calendar day's notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer, employee, or agent of County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

9.0 EFFECT OF TERMINATION

9.1 Remedies

In the event that County terminates the Agreement in whole or in part as provided in Paragraph 4.0 (Termination for Insolvency), Paragraph 5.0 (Termination for Default), Paragraph 6.0 (Termination for Convenience), Paragraph 7.0 (Termination for Improper Consideration), or Paragraph 8.0 (Termination for Gratuities), in each case, of this Exhibit, then:

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

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

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

9.1.4 Contractor shall tender promptly payment to County, and shall continue to tender payment for the duration, of any liquidated damages levied

pursuant to Paragraph 11.0 (Liquidated Damages), of the Agreement, to the extent applicable; and

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

9.2 Transition Services

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

9.3 Remedies Not Exclusive

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

10.0 WARRANTY AGAINST CONTINGENT FEES

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

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

11.0 AUTHORIZATION WARRANTY

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

12.0 FURTHER WARRANTIES

Contractor represents, warrants and further covenants and agrees to the following:

12.1 Contractor bears the full risk of loss due to total or partial destruction of all or any part any goods acquired from Contractor, as applicable, until acceptance by County.

12.2 At the time of delivery to and acceptance by County, all goods shall be new, in good working order, in conformity with manufacturer's published specifications and descriptions, and free from defects in workmanship and materials, as determined by County.

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

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

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

13.0 INDEMNIFICATION AND INSURANCE

13.1 Indemnification

Contractor shall indemnify, defend, and hold harmless County, its districts administered by County, and their elected and appointed officers, employees, and agents (the "County Indemnitees") from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting, attorney and other professional fees) in any way arising from, connected with, or related to Contractor's, Contractor's agents', employees', officers', directors', or shareholders' acts, errors or omissions. Any legal defense

pursuant to Contractor's indemnification obligations under this Paragraph 13.0 (Indemnification and Insurance) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County in writing, which approval shall not be unreasonably withheld or delayed. Contractor shall not, however, without County's prior written approval, accept any settlement, or enter a plea of guilty or *nolo contender*, to any charge or claim that results in other than a monetary judgment against County Indemnitees, which monetary judgment shall not exceed Contractor's ability to pay and which shall be paid by Contractor.

13.2 General Insurance Requirements

Without limiting Contractor's obligations of indemnification and defense of County Indemnitees, Contractor shall provide and maintain at its own expense during the Term the following programs of insurance covering its operations under the Agreement, as specified in this Subparagraph 13.2 (General Insurance Requirements). Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County.

13.2.1 Evidence of Insurance

Certificates or other evidence of coverage satisfactory to the County's Risk Manager, and evidence of such programs satisfactory to County, shall be delivered to

Henry Yee, Manager
Sheriff's Department Contracts Unit
4700 Ramona Boulevard, Room 214
Monterey Park, CA 91754-2169

on or before the execution of the Agreement by the Board. Such certificates or other evidence shall at a minimum:

(i) Specifically identify the Agreement;

(ii) Clearly evidence all coverages required in the Agreement;

(iii) Contain express conditions that County is to be given notice by registered mail at least thirty (30) days prior to any termination of any program of insurance, and, with respect to any modification of any program of insurance, at least thirty (30) days in advance or immediately following Contractor's first receipt of notice of modification in the event Contractor receives less than thirty (30) days advance notice of such modification;

(iv) Include copies of the additional insured endorsement to the commercial general liability policy, naming all County Indemnitees as insureds for all activities arising from the Agreement; and

(v) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County Indemnitees, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including 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.

13.2.2 Insurer Financial Ratings

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

13.2.3 Insurance Programs

At a minimum, Contractor shall maintain during the Term programs of insurance which consists of:

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

General Aggregate:	$2,000,000
Products/Completed Operations Aggregate:	$1,000,000
Personal and Advertising Injury:	$1,000,000
Each Occurrence:	$1,000,000

(ii) Professional liability insurance covering any liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers, agents, or employees with limits of not less than $1,000,000 per occurrence and $3,000,000 aggregate.

Such coverage shall be maintained for a period of not less than two (2) years, or the policy shall be endorsed to provide an extended reporting period of not less than two (2) years, following the expiration or termination of the Agreement.

(iii) Comprehensive auto liability insurance (written on an ISO policy form CA 00 01 or its equivalent) endorsed for owned, non-owned,

and hired vehicles, or coverage for "any auto" with a limit of not less than one million dollars ($1,000,000) per accident.

(iv) Workers' compensation insurance in an amount and form required by the California Labor Code (or the labor code of any other applicable state), covering all persons for which Contractor is responsible and all risks to such persons under the Agreement. Such insurance shall include employer's liability coverage covering accident and disease. In respect of accident, the limit shall be no less than one million dollars ($1,000,000) per accident, and, in respect of disease, the policy limit shall be no less than one million dollars ($1,000,000) and one million dollars ($1,000,000 for each employee.

13.2.4 Notification of Incidents, Claims or Suits

Contractor shall report to County:

(i) Any accident or incident relating to services performed under the Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(ii) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under the Agreement. Such report shall be made in writing within twenty-four (24) hours of the earlier of service of process of such claim or lawsuit, or Contractor otherwise has knowledge of such claim or lawsuit.

(iii) Any injury to a Contractor staff member which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Project Director. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(v) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of the Agreement. Such report shall be made in writing within twenty-four (24) hours of occurrence.

13.3 Failure to Procure and Maintain Insurance

Failure on the part of Contractor to procure and maintain all the required insurance shall constitute a material breach of the Agreement upon which County

may terminate the Agreement pursuant to Paragraph 5.0 (Termination for Default) of this Exhibit and seek all remedies pursuant to Paragraph 9.0 (Effect of Termination) of this Exhibit, or alternatively, may purchase such required insurance coverage and debit Contractor pursuant to Subparagraph 5.3 (Completion of Work) of this Exhibit..

14.0 INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor shall indemnify, defend, and hold harmless County Indemnitees pursuant to Subparagraph 13.1 (Indemnification) of this Exhibit, from and against any and all liability (alleged or actual), including damages, losses, costs, fees and other expenses (including defense costs and legal, accounting and other expert, consulting, attorney, or other professional fees), for or by reason of any actual or alleged infringement of any patent, copyright, trademark, or other proprietary rights of any third party, or any actual or alleged trade secret disclosure of misappropriation, arising from or related to the operation of the Work under the Agreement (collectively referred to as "Infringement Claims").

15.0 FORCE MAJEURE

Except with respect to defaults of any subcontractors, Contractor shall not be liable for any such excess costs, if its failure to perform the Agreement arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by Contractor or any of Contractor's subcontractors), freight embargoes, or other similar acts to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without any fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. Contractor agrees to use commercially reasonable best efforts to obtain such goods or services from other sources, and to mitigate the damages and reduce the delay caused by any of the above mentioned *force majeure* events. As used in this Paragraph 15.0 (Force Majeure), the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

16.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

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

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

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

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

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

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

16.7 If Contractor has been debarred for a period longer than five (5) years, Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that

Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

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

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

16.9 These terms shall also apply to subcontractors of Contractor.

17.0 COMPLIANCE WITH APPLICABLE LAW

Contractor's activities hereunder shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, guidelines, and directives, and all provisions required thereby to be included in the Agreement are hereby incorporated herein by reference. Unless provided otherwise under the Agreement, Contractor shall have up to fifteen (15) days to correct any noncompliance with County rules, regulations, ordinances, guidelines, and directives following notice from County including written copies of such applicable rules, regulations, ordinances, guidelines and directives.

18.0 FAIR LABOR STANDARDS

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

19.0 NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES

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

19.1 Contractor shall certify to, and comply with, the provisions of Contractor's EEO certification.

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

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

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

19.4.1 Title VII, Civil Rights Act of 1964;

19.4.2 Section 504, Rehabilitation Act of 1973;

19.4.3 Age Discrimination Act of 1975;

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

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

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

19.5 Contractor shall, with reasonable notice and during regular business hours, allow County representatives access to Contractor's employment records during

regular business hours to verify compliance with the provisions of this Paragraph 19.0 (Nondiscrimination, Affirmative Action, and Assurances) when so requested by County; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. If County finds that any of the provisions of this Paragraph 19.0 (Nondiscrimination, Affirmative Action, and Assurances) have been violated, such violation shall, at the election of County, constitute a material breach of the Agreement upon which County may immediately terminate the Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of the Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations such determination shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of the Agreement. All determinations of violations made pursuant to this Subparagraph 19.5 shall be appealable by Contractor in accordance with applicable laws and regulations, and separately pursuant to the Dispute Resolution Procedures.

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

20.0 NONDISCRIMINATION IN SERVICES

Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in accordance with all applicable requirements of Federal and State law. For the purpose of this Paragraph 20.0 (Nondiscrimination in Services), discrimination in the provision of services may include the following: (a) denying any person any service or benefit or the availability of the facility, (b) providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others, (c) subjecting any person to segregation or separate treatment in any manner related to the receipt of any service, (d) restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit, and (e) treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

21.0 EMPLOYMENT ELIGIBILITY VERIFICATION

21.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under the Agreement meet the citizenship or alien

status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended.

21.2 Contractor shall retain all such documentation for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County Indemnitees pursuant to Subparagraph 13.1 (Indemnification) of this Exhibit from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting or professional fees) arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Work hereunder.

22.0 HIRING OF EMPLOYEES

Contractor and County agree that, during the Term and for a period of one (1) year thereafter, except with the prior written consent of the other party, neither party shall in any way intentionally induce or solicit any Project Director, Project Manager or other employee, of one party to become an employee or agent of the other party. Notwithstanding the foregoing, County shall be entitled to make offers of employment to employees of Contractor necessary or desirable to perform Work described in the Agreement, in the event that: (a) County has the right to terminate the Agreement pursuant to Paragraph 4.0 (Termination for Insolvency) of this Exhibit, (b) the Agreement is terminated by County due to Contractor's default pursuant to Paragraph 5.0 (Termination for Default) of this Exhibit, (c) without resolution acceptable to both parties, Contractor and County have followed the Dispute Resolution Procedures, or (d) Contractor either announces the withdrawal of support of, or otherwise no longer provides services County deems essential to, the ongoing support of the Work as applicable.

23.0 CONFLICT OF INTEREST

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

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

24.0 RESOLICITATION OF BIDS, PROPOSALS, OR INFORMATION

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

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

25.0 RESTRICTIONS ON LOBBYING

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

26.0 CONSIDERATION OF GAINPROGRAM PARTICIPANTS FOR EMPLOYMENT

Should Contractor require additional or replacement personnel after the Effective Date, Contractor shall give reasonable consideration for any such employment openings to participants in County's Department of Public Social Services' greater avenues for independence (in this Paragraph, "GAIN") or general relief opportunity for work (in this Paragraph, "GROW") programs who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN participants by job category to Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first opportunity.

27.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

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

28.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST

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

29.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

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

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

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

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

30.2 As required by County's Child Support Compliance Program (Los Angeles County Code chapter 2.200) and without limiting Contractor's duty under the

Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the Term maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served wage and earnings withholding orders or County's CSSD notices of wage and earnings assignment for child or spousal support, pursuant to California Code of Civil Procedure Section 706.031 and California Family Code Section 5246(b).

30.3 Failure of Contractor to maintain compliance with the requirements set forth in this Paragraph 30.0 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 5.0 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

31.0 RECYCLED-CONTENT PAPER

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

32.0 COMPLIANCE WITH JURY SERVICE PROGRAM

32.1 Jury Service Program

This Agreement is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

32.2 Written Employee Jury Service Policy.

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

32.2.2 For purposes of this Paragraph 32.0 (Compliance with Jury Service Program), "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: (a) the lesser number is a recognized industry standard as determined by County, or (b) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Agreement, the subcontractor shall also be subject to the provisions of this Paragraph 32.0 (Compliance with Jury Service Program). The provisions of this Paragraph 32.0 (Compliance with Jury Service Program) shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

32.2.4 Contractor's violation of this Paragraph 32.0 (Compliance with Jury Service Program) of this Exhibit may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

33.0 BACKGROUND AND SECURITY INVESTIGATIONS

33.1 At any time prior to or during the Term, the County may require that all Contractor staff, subcontractors and agents of Contractor performing Work under

this Agreement undergo and pass, to the satisfaction of the County, a background investigation as a condition of beginning and continuing Work under this Agreement. County shall use its discretion in determining the method of background investigation to be used, up to and including a County-performed fingerprint security clearance.

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

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

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

34.0 ACCESS TO COUNTY FACILITIES

Contractor, its employees, and agents will be granted access to County facilities, subject to Contractor's prior notification to the County Project Director, for the purpose of executing Contractor's obligations hereunder. Contractor shall have no tenancy, or any other property or other rights in County facilities. While present at County facilities, Contractor's personnel shall be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by the County Project Director.

35.0 COUNTY FACILITY OFFICE SPACE

In order for Contractor to perform services hereunder and only for the performance of such services, County may elect, subject to County's standard administrative and security requirements, to provide Contractor with office space and equipment, as determined at the discretion of the County Project Director, at County facilities, on a non-exclusive use basis. County shall also provide Contractor with reasonable telephone service and network connections in such office space for use only for purposes of the Agreement. County disclaims any and all responsibility for the loss, theft or damage of any property or material left at such County office space by Contractor.

36.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

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

36.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand, or without limitation of all County's other rights and remedies provided at law or equity, or under the Agreement, County may deduct such costs from any amounts due to Contractor from County under the Agreement.

37.0 PHYSICAL ALTERATIONS

Contractor shall not in any way physically alter or improve any County facility without the prior written approval of the County Project Director, and County's Director of Internal Services Department, in their discretion.

38.0 FEDERAL EARNED INCOME TAX CREDIT

Contractor 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.

39.0 ASSIGNMENT BY CONTRACTOR

39.1 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, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by 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 the County.

39.2 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.

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

40.0 INDEPENDENT CONTRACTOR STATUS

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

40.2 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.

40.3 Contractor understands and agrees that all persons performing Work pursuant to the Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. County shall have no obligation to furnish, or liability for, workers' compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to the Agreement.

40.4 Contractor shall provide to County an executed Contractor's Employee Acknowledgment and Confidentiality Agreement (Exhibit E1) for each of its employees performing Work under the Agreement. Such agreements shall be delivered to the County Project Director.

41.0 RECORDS AND AUDITS

41.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to the Agreement, including any termination hereof, in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of the Agreement. Contractor agrees that County, or its authorized representatives, shall, with reasonable notice and during regular business hours, have access to and the right to examine, audit, excerpt, copy or transcribe any

pertinent transaction, activity, or records of Contractor relating to the Agreement; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. Should the examination and audit be performed by a non-County entity or should a non-County entity be requested by County to review information received pursuant to an audit or examination under this Paragraph 41.0 (Records and Audits), Contractor may require the non-County examiner or auditor, as the case may be, to execute a nondisclosure contract prior to any disclosure. The nondisclosure Contract shall limit the non-County entity's use of information received or reviewed in connection with the examination and audit to work performed specifically for the benefit of County. All such material, including all financial records, time cards and other employment records, shall be kept and maintained by Contractor and shall be made available to County during the Term and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then at Contractor's option, Contractor shall either (a) provide County with access to such material at a mutually agreed upon location inside Los Angeles County, or (b) pay County for travel, per diem, and other costs and expenses incurred by County to examine, audit, excerpt, copy or transcribe such material at such outside location.

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

41.3 If, at any time during or after the Term, representatives of County conduct an audit of Contractor, as and to the extent permitted hereunder, regarding the Work performed under the Agreement, the results of such audit, including any final determination in respect of an underpayment or overpayment, if any by County under the Agreement, shall be provided in writing to Contractor. Contractor shall have thirty (30) days to review the findings contained in such audit and notify County of any objection to the same. Such notice must include, in reasonable detail, the basis for Contractor's objection and any supporting documentation and analysis for Contractor's objection. If the parties cannot agree, within fifteen (15) days of receipt of Contractor's objection to the findings contained in County's audit, on the amount of underpayment or overpayment, if any, by County to Contractor hereunder, then either party may submit such matter to the Dispute Resolution Procedure, provided such matter shall be submitted initially, directly to the County Project Director and the Contractor Project Director. If Contractor fails to notify County of any objection it has to the findings of County's audit within the thirty (30) day period set forth above, Contractor waives any right to

object to the findings of such audit, including any determination of overpayment by County. If such audit, whether initially following a waiver by Contractor of its right of objection or upon final determination pursuant to the Dispute Resolution Procedure, finds that County's dollar liability for any such Work is less than payments made by County to Contractor, then the difference, together with County's reasonable costs of audit, shall be either repaid by Contractor to County by cash payment upon demand or, at the discretion of the County Project Director, deducted from any amounts due to Contractor from County. If such audit finds that County's dollar liability for such Work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County, but in no event shall County's payments to Contractor exceed the Maximum Contract Sum.

42.0 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES

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

43.0 NO THIRD PARTY BENEFICIARIES

Notwithstanding any other provision of the Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of the Agreement, except that this Paragraph 43.0 (No Third Party Beneficiaries) shall not be construed to diminish Contractor's indemnification obligations hereunder.

44.0 MOST FAVORED PUBLIC ENTITY

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

45.0 COUNTY'S QUALITY ASSURANCE PLAN

County or its agent will evaluate Contractor's performance under the Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's

compliance with the terms and performance standards of the Agreement. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement and corrective action measures taken by County and Contractor. If, following due cure and notice periods for any specified material breach, improvement does not occur consistent with the corrective action measures, County may terminate the Agreement or impose other penalties as specified in the Agreement.

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

Should Contractor require personnel in addition to those employed by Contractor on the Effective Date to perform the services set forth herein, Contractor shall give consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement. For this purpose, consideration shall mean that Contractor will interview qualified candidates. Prior to consideration being given by Contractor, County will refer such County employees by job category to Contractor. The above obligations do not apply to positions filled by: (a) third parties who have subcontracted with Contractor to perform the services, or (b) Contractor's current employees.

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

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

48.0 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF CONTRACT

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

49.0 SAFELY SURRENDERED BABY LAW

49.1 Notice to Employees

Contractor shall notify and provide to its employees residing in or working in the State of California, and shall require each subcontractor performing Work under this Agreement to notify and provide to its employees residing in or working in the State of California, 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 available on the Internet at www.babysafela.org for printing purposes.

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

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

50.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

51.0 PUBLIC RECORDS ACT

51.1 Any documents submitted by Contractor, all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records, pursuant to Paragraph 41.0 (Records and Audits) of this Agreement; as well as those documents which were required to be submitted in response to the Invitation for Bids (IFB)/Request for Proposals (RFP) used in the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records, including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

51.2 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 bid/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.

52.0 WAIVER

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

53.0 GOVERNING LAW, JURISDICTION, AND VENUE

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

54.0 SEVERABILITY

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

55.0 RIGHTS AND REMEDIES

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

56.0 FACSIMILE

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

EXHIBIT B

STATEMENT OF WORK

LOS ANGELES COUNTY

PUBLIC SAFETY RADIO INTEROPERABILITY

CONSULTANCY SERVICES

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EXHIBIT B
STATEMENT OF WORK

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EXHIBIT B
STATEMENT OF WORK

THE LOS ANGELES COUNTY PUBLIC SAFETY RADIO INTEROPERABILITY CONSULTANCY SERVICES

1.0 INTRODUCTION

1.1 Scope of Work

The purpose of this project is to refine detailed needs, available resources, and then specify Voice and Data network(s) which will be able to support the operational needs of all Public Safety Agencies within the County of Los Angeles, California, on the basis of earlier work completed by the Regional Interoperability Steering Committee (RISC). The end result of this project will provide a set of operationally driven technical specifications that can be merged with the appropriate procurement documents and published as a Request for Proposal (RFP) in no more than nine months after the signing of the Agreement.

The Contractor will build upon the findings of three projects that directly or indirectly address County-wide requirements and design concepts for a new County-wide multi-agency, interoperable public safety radio and dispatch infrastructure. The Consolidated Fire-Sheriff Communication System (CFSCS) Phase I Report and its subsequent revisions, as well as, the efforts ongoing with the Phase II design refinements and preparation of specification for the Fire, Sheriff and Office of Public Safety (OPS) departments have provided a County-level perspective. The 2005 Study undertaken by RISC to assess the feasibility for a new Los Angeles regional public safety radio system further provides a conceptual but broader multi-agency perspective.

1.2 Background

In September 2000, a contractor was hired by the County to explore the feasibility of replacing the existing and nearly obsolete Fire and Sheriff Radio Communications systems with a single modern radio system providing extensive voice and data services, improving coverage throughout the County. As a result of the study, it was recommended that a consolidated radio communications system for Fire, Sheriff and Office of Public Safety should be implemented.

In April 2005, RISC was created to explore the opportunity of utilizing a consultant to conduct a county-wide radio interoperability study. The Committee consisted of the chief executives of the major public safety departments within the Los Angeles County as well as the chief administrative officers for the City and County of Los Angeles, and representatives of the independent police and fire chiefs.

In July 2005, RISC hired the same Contractor to validate the concept of interoperability across Los Angeles County public safety departments, and to study the need for public safety radio communications interoperability between the Los Angeles Police Department (LAPD), the Los Angeles Fire Department (LAFD), the Port of Los Angeles Police, the Los Angeles World Airports (LAWA) Police, the Los Angeles County Sheriff's Department (LASD), the Los Angeles County Fire Department (LACoFD), the Los Angeles County Department of Health Services (LACoDHS), and other public safety agencies within the Los Angeles County area. In this 2005 study, the Contractor concluded that interoperability between the public safety agencies of the City of Los Angeles and the other public safety agencies in the region would best be achieved with the creation of a shared region-wide single platform voice and data radio system.

The new radio system would be shared by LAPD, LAFD, LASD, LACoFD, LACoDHS, and the many municipal public safety agencies within Los Angeles County. It would be created by pooling the agencies' UHF band radio frequencies into a shared radio system for voice, and the agencies' 800 MHz frequencies into a shared mobile data system. It would also involve pooling other telecommunication resources, such as radio towers and repeater sites.

1.3 The Urban Area Security Initiative (UASI) Grant Program

The U.S. Department of Homeland Security, Office of Domestic Preparedness (ODP) has provided $765 million in funding under the FY 2006 UASI grant program to 35 high-threat urban areas nationwide and 11 cities that were UASI-designees last year. The City of Los Angeles has applied for and been awarded the grant on behalf of the Los Angeles/Long Beach Urban Area and are authorized to administer the grant. It is anticipated that the Sheriff's Department will be awarded $2.5 million under UASI in March/April 2007.

The grant funding was requested to study the feasibility of a county-wide single platform interoperable communications system. The grant language calls for an accelerated consultant study to determine the needs of all public safety agencies (those that would be considered first responders) within Los Angeles County. This study must be completed no more than six months after signing of a contract with a needs assessment based on recent studies and/or personal agency interviews.

The consultant must concurrently write the necessary specifications and requirements so that a Request for Proposal (RFP)/Bid could be released no more than nine (9) months after signing of a contract. This RFP/Bid would provide single platform standards based communications for all public safety agencies in Los Angeles County.

2.0 TASKS AND DELIVERABLES

2.1 Task 1 Development of a Project Control Document

The Contractor shall create a Project Control Document (**Deliverable 1**) as set forth in Section 4.1 (Development of a Project Control Document) below.

2.2 Task 2 Project Kick-off

Upon initiation of the project the County's Project manager shall send a notice to all agencies within the County notifying them that the Contractor is beginning work on the initiative to develop specifications to procure a standards based interoperable communications platform, and invite them to a Project Kick-off Meeting. The Contractor will host the Project Kick-off Meeting at a location determined by the County's Project Manager for all stakeholders that have expressed a desire to attend. The Contractor shall present an overview of the SOW and the key Contractor's project staff will host a **Q&A** session about the project. The Contractor shall establish a secure project web site with security measures approved by the County Project Manager and each agency that expresses an interest shall be granted a user logon to the site. All documents provided as part of the project shall be posted on the site for either on-line review or for download.

2.2.1 Sub-Task 2A Participant Interest Review

Each participant will be asked to confirm that the information that may have been provided as part of the RISC Final Report is still valid, and they may be asked to provide more detailed information about their requirements and available resources. Participants that were not interviewed as part of the RISC Report will be asked to provide at least the same level of information as was provided during the Phase I of the RISC project. This task is anticipated to include both telephone interviews as well as on site meetings with various agencies within the County.

To promote the vision of RISC to agency stakeholders, civic leaders, the broader public safety community, State and National leaders the Contractor shall develop on a Microsoft PowerPoint platform a presentation that will define the issues and objectives that have driven the need for the RISC initiatives. It shall capture and present the operational vision that encompass the RISC

Project, and will examine the future technical advantages, operational efficiencies, and financial benefits both in development and in ongoing management and support. RCC will develop a baseline presentation with segmented modules that can be eliminated or included based on the presentation audience. The Contractor shall produce a Project Initiation and Stakeholder Alignment Report (**Deliverable 2**) within four (4) weeks from the start of the Project.

2.3 Task 3 Resource verification and Infrastructure Assessment

Equipment specific detailed design definition will ultimately be the responsibility of the selected vendor. The Contractor, however, shall develop bounded specifications which will reflect the agreed to stakeholder's expectations. This task shall focus on an expanded and detailed inventory of previously identified physical resources (antenna sites, equipment rooms, backbone networks, etc. The intent of this assessment will be to provide general definition as to available space, power and grounding, capacity, and general condition of each site. In addition, the Contractor shall assess required radio frequencies needed or that may be made available from the project participants.

2.3.1 Sub-Task 3A Antenna Site Surveys

The Contractor shall visit each identified antenna site to document the site's condition and any obvious improvements that may be required. The surveys will focus on both gathering factual information about each of the sites as well as making a subjective assessment of the following conditions of each site:

- Site Access
- Layout of buildings, towers, antennas, fencing, and grounding
- Space for expansion of shelter or need for an additional shelter
- Audit of electrical power and telecomm circuits
- Audit of backup power system(s)
- Grounding
- Limited noise floor measurement
- Site ownership/leasing issues

The Contractor shall survey specific L.A. County antenna sites, L.A. City antenna sites, and a number of sites owned/ controlled by other municipalities or agencies. In addition, a select number of private sites shall also be surveyed. In total, the Contractor shall survey up to **120** sites (primary sites and potential alternate sites). This process is being performed during the planning phase of the project to reduce the time necessary to obtain the large number of sites that will be required by the Regional Radio System. Following this assessment the Contractor shall generate a Microsoft Office/ AutoCAD site package containing all the information gathered at each site. The Contractor shall use the County of Los Angeles-ISD site inventory document format for the assessment of each site. The Contractor shall produce a Survey Mid-Course Review Report (**Deliverable 3**) within ten (10) weeks from the start of the Project.

2.3.2 **Sub-Task 3B Survey of Other Resources**

The Contractor shall assess any other resources that are offered or discovered during the survey process. Opportunities with other potential partners that may be in a position to provide frequency or other resources (such as LAUSD) will be evaluated, and if justified be surveyed, assessed, and documented for future consideration. The documentation shall focus on gathering factual information about each of the sites, as well as, making a subjective assessment of the condition of each of the sites:

- Site Access
- Layout of buildings, towers, antennas, fencing, and grounding
- Space for expansion of shelter or need for an additional shelter
- Audit of electrical power and telecomm circuits
- Audit of backup power system(s)
- Grounding
- Limited noise floor measurement
- Site ownership/leasing issues

Following this assessment the Contractor shall generate a Microsoft Office/ AutoCAD site package containing all the information gathered at each site. The Contractor shall use the County of Los Angeles-ISD site inventory document format for the assessment of each site. The

Contractor shall produce a Survey Findings Report (**Deliverable 4**) within sixteen (16) weeks from the start of the Project.

2.4 Task 4 Resource Utilization Planning

The Contractor shall identify and evaluate all applicable and potentially usable resources for future consideration. The information gathered in Tasks 2 and 3 will be utilized to provide a baseline of available resources for consideration. The resulting utilization plan will be driven by identified user requirements and system performance criteria. The requirements and criteria identified in Sub-tasks 4B through 4H shall be incorporated into Deliverable 5.

2.4.1 Sub-Task 4A Consolidated User Requirements

The Contractor shall develop a consolidated requirements document, based on the previous studies and new information gathered in the previous tasks. The Contractor shall try to capture in the most granular fashion possible specific user requirements that are deemed mandatory, desirable or for future consideration. The Contractor shall capture these requirements as part of a project database that will catalog and identify each requirement. From a broad normalized list of captured requirements, the Contractor shall work with the broader project team to qualify, refine, and consolidate the discovered requirements into a requirements document that will be used to develop the ultimate project specification(s). The Contractor shall produce a User Requirement Report (**Deliverable 5**) within eighteen (18) weeks from the start of the Project.

2.4.2 Sub-Task 4B System Requirements

The Contractor shall define system technical requirements to meet user operational requirements. Most critical to the definition of ultimate system specifications will be the definition of "minimum acceptable system performance requirements." Given this definition the Contractor shall define required minimum service availability operational design objectives. Furthermore, the Contractor shall define system requirements in terms that address the specific consolidated user requirements that are developed.

2.4.3 **Sub-Task 4C Radio Coverage and System Capacity**

The Contractor shall identify sites and the number of voice, data and microwave frequencies necessary to meet coverage and capacity system requirements.

2.4.4 **Sub-Task 4D Spectrum Survey and Preliminary Frequency Allocation Plans**

The Contractor shall review each participant's Federal Communications Commission (FCC) licenses and the licenses of other users primarily within the UHF, 800 MHz and Part 101 microwave frequency bands in order to determine the exact state of the RF spectrum environment within Los Angeles County. The Contractor shall develop a Frequency Allocation Plan based on the radio coverage and system capacity report. This plan will look at the UHF (voice) and 800 MHz (data) and Part 101 (microwave) frequencies available for use in the regional system taking into account the surrounding RF spectrum environment. In addition, this frequency plan will take into account co-channel and adjacent channel frequency usage issues. Based upon the anticipated participation by all agencies there may be alternatives discovered that could support a potential for a staggered implementation of resources. The Contractor shall also continue to assess the emerging public safety 700 MHz deployment in the Los Angeles area, recognizing that this complementary resource will be a major factor and in the implementation of the RISC platform in the future.

2.4.5 **Sub-Task 4E Special Radio Coverage Issues**

In the previous studies, it has been identified that even with the proposed RISC conceptual coverage analysis there are rural coverage issue, particularly in the mountains that will require some special attention. the Contractor shall assess alternatives for providing coverage within the mountainous areas for review, consideration and for specific inclusion in the specification documents. The vendors will be required to pay particular attention in addressing these issues and developing creative solutions from the detailed information provided.

2.4.6 Sub-Task 4F Alternatives for Regionally Evolving Systems

Stakeholder agencies and groups of stakeholder agencies have initiatives in different stages of development, which need to be understood and planned for from the larger interoperability perspectives that govern the goals and objectives of this effort. The Contractor shall identify these initiatives; communicate with the sponsoring agencies; and factor these initiatives into the integration plans and options produced under this Agreement.

2.4.7 Sub-Task 4G Project Staffing Requirements

Implementation of the new regional radio system will require that the participating agencies perform certain specific project functions. Alternatively, some project implementation responsibilities may be fulfilled by contractors. The Contractor shall identify staffing needs to implement the New Multi-Agency Interoperable Radio System. The Contractor shall coordinate project staffing requirements based on, and in cooperation with, the parallel evolving governance regional body.

2.4.8 Sub-Task 4H Operating and Maintenance Requirements

Using the criteria developed in the foregoing tasks, the Contractor shall identify operational and maintenance models that will ensure reliable service availability. The Contractor shall also identify expected equipment scenarios to define recommended operational and maintenance approaches. Staffing and other resource needs will be addressed. Specifically, the following will be considered:

- Administrative/operational staffing.
- Maintenance staffing
- Recurring Costs
    - Utilities
    - Site Leases
    - Maintenance contracts
- Programmed lifecycle replacement of subscriber units
- Planned upgrades
    - Population growth areas and coverage expansion
    - 700 MHz

2.5 **Task 5 Budget and Lifecycle Cost Validation**

From the more detailed information developed in Task 3, the Contractor shall update and validate the capital budgets developed in the RISC plan. Specifically, the following will be considered:

- Antenna site readiness & site work needed
- Exact subscriber unit quantities
- Tunnel coverage cost estimates

The Contractor shall also develop lifecycle operating and maintenance costs estimates based on the information developed in Sub-Task **4H,** above.

2.6 **Task 6 Migration Planning**

The Contractor shall prepare a risk assessment and risk mitigation report for migration to the new system. As part of the report, the Contractor shall develop at least three potential migration scenarios for review and consideration. The Contractor shall identify scenarios for graceful and controlled fall back to existing systems to mitigate risks inherent in the cut over process. The Contractor shall further define stepped migration of services to further minimize risks. Sensitivity to impacts to minimal acceptable service levels shall be addressed, along with the recommended scenarios as part of the prepared specification(s).

2.7 **Task 7 Development of Performance Based Technical Specifications**

The Contractor shall develop performance based technical specifications with the project team, including:

- Physical Assets Requirements - List of preferred antenna sites (primary and alternates) that vendors may use for design purposes. The preferred sites will already have been surveyed and preliminary clearances for use obtained.
- Radio Spectrum Requirements - List available pooled spectrum resources, potential alternate and additional resources, and proposed user distribution to assist with the selection of an architecture for spectrum distribution and utilization.
- User Operational Requirements - Provide a detailed description of user feature sets as defined in Sub-Task 3A. These requirements and specific features will be packaged in the specification so as to identify

their functionality and operational expectations in a real world regional operational environment.

- System Performance Requirements - The specifications will identify the level of strength and overall service availability required, so as to steer the vendors as to proposed equipment and overall systems architecture. Issue such as coverage and throughput will be identified in the specifications, as well as application specific needs and integration of existing regional resources.
- Operations and Maintenance Requirements - Driven by the overall service availability and specific operational needs the Contractor shall specify requirements that will not point towards specific equipment and architectural design approaches. These requirements will seek specific operational approaches and required maintenance scenarios, such as maintenance staffing, staffing deployment, staging of spare parts, as well as, Network Operation Center (NOC) functionality and service monitoring.
- System Testing Requirements - As part of the prepared specifications the Contractor shall address testing requirements to ensure conformance with and compliance with the requirements set forth in the specifications. The Contractor shall propose a general three (3) step testing process which will call for the following:
    - Functional Acceptance Testing - This involves testing of the individual components and sub-systems to ensure that the promised functionality (including such things such as response time under load, failure recovery, etc.) is provided and that the components and sub-systems meet the manufacturer's specifications. These tests will be witnessed and verified by project staff.
    - Radio Coverage Verification Acceptance Testing - At the completion of the installation process, geographic radio coverage, signal quality and coverage reliability will be tested and compared against the coverage contractually guaranteed by the vendor. Again, project staff will participate in and verify the testing process.
    - Reliability Acceptance Testing - Following the successful completion of Radio Coverage Verification Acceptance Testing, the radio system will have a burn-in period allowing it to stabilize. This phase of testing will be considered successful when the system completes a pre-defined time period (typically two to three months) with no occurrences of significant faults.

The Contractor shall produce a Specification Alignment Review Report (**Deliverable 6**) after twenty-two (22) weeks from the start of the Project.

2.8 Task 8 Request For Proposal (RFP) /Bid Package Development

The Contractor shall work with and assist the identified procurement group with the integration of the technical specifications from Task **7** into a complete package (RFP) ready to be released to the community for response.

- Review Procurement Boiler Plate Document - the Contractor shall review and comment on recommended modification, additions, and or deletions to the procurement terms and conditions intended to be published with the technical specification developed in Task **7.**
- Proposal Evaluation Matrix - the Contractor shall prepare a proposal Evaluation Matrix to be used to insure a uniform and documented approach to the proposal evaluation process.

The Contractor shall complete the RFP/Bid package (**Deliverable 7**) after thirty-two (32) weeks from the start of the Project.

2.9 Optional Tasks and Deliverables

The Contractor shall complete the Optional Tasks and Deliverables, where necessary as determined by the County's Project Director subject to the availability of funds. As soon as such need for Optional Tasks and Deliverables are determined, the County's Project Director shall confirm the Contractor's Project Director in writing of such need and the availability of funds. Any such Optional Tasks and Deliverables shall be completed and paid in accordance with the Price and Schedule of Payment at Exhibit C, and shall be documented in Change Orders.

3.0 TIMELINE

3.1 Time Line:

As required by the UASI Grant Program which provided funding for this project, the refinement of radio interoperability needs, the identification of available resources, the consolidation of user requirements, and the development of technical specifications should be completed within six (6) months after the signing of the contract. Following that, the development of the RFP package should be completed within three (3) months. The Contractor shall submit a detailed work schedule for individual tasks and deliverables to the County's Project Director for his approval together with the draft Project Control Document as set forth in Section 5.0 Project Management. The submission of each Deliverable, shall strictly adhere to the above Work Schedule approved. If the Contractor requires more time for completion of any of the Deliverables, he must submit a request for extension at least two (2) weeks prior to the respective deadline, to the Los Angeles County Sheriff's Department, provided that the agreed deadline is not exceeded. In the event that the Contractor need more time than the stipulated schedule, to complete all the Tasks and Deliverables, the Contractor must submit a request for extension at least four (4) weeks prior to the expiry of the agreed deadline.

4.0 PROJECT MANAGEMENT

4.1 Development of a Project Control Document

The Contractor shall create a Project Control Document (PCD), to include a project plan, schedule, risk assessment, and related project control documentation in Microsoft Word format or other format as approved by the County's Project Manager. The Contractor shall deliver to the County, within two (2) weeks of the Contract Effective Date, a PCD consistent with this Statement of Work. The contents of the PCD will include the relevant elements of the following:

1. **Introduction:** Summarizes the Project Plan; a review of the shared vision for the project relationship, the strategic goals of the implementation effort, and how Contractor will contribute to meet Sheriff's Department's business objectives.

2. **Executive Summary**: Provides a high level overview of the main features and goals of the Project Plan.

3. **Project Mission and Objectives**: Describes the business case for proceeding with the project, the objectives to be achieved under the project, and critical success factors for Sheriff's Department; all based upon information provided to the Contractor by Sheriff's Department, and any assumptions or limitations related to the Project Plan.

4. **Project Scope**: Describes the overall scope and deliverables of the engagement; including all Optional Tasks and Deliverables, acts as a confirmation of project scope, phasing, and automation objectives. The deliverables should be the deliverables as defined in Section 2 Tasks and Deliverables above.

5. **Work Breakdown Structure**: Identifies the phases within the overall Project implementation and the key deliverables within each phase. It may also delineate to the task level, if appropriate.

6. **Master Project Schedule**: Following the Work Breakdown Structure, this schedule identifies the activities, key milestones, and estimated duration for activities on the Project. It will also highlight all agreed activities, deliverables, or milestones for which Sheriff's Department is responsible, that will affect the success of the Project. All project activities, deliverables, and milestones (Contractor and Sheriff's

Department) will be linked into a Critical Path Analysis. The Contractor and Sheriff's Department will review this analysis on a monthly basis.

7. **Change Control Plan**: Describes the activities and processes for change management during the Project (i.e., how a potential project change is requested, impact assessment, response to request, and authorization).

8. **Project Team**: Identification of the Contractor's project team and project organization, including defining the roles and responsibilities of the project team members.

9. **Risk Assessment and Management:** Identification of Project risks (risks of delays in the submission of Deliverables, risks of not being able to complete the Project, etc.) and mechanisms to mitigate these risks in a risk management plan.

When the PCD is complete, the Contractor's Project Manager shall submit the initial release document to the County's Project Manager for review and comment. The County's Project Manager will be responsible for distributing copies of the initial release document for County's internal review. The County's Project Manager is responsible for consolidating the County's comments and for providing a clearly marked version of the draft document to the Contractor's Project Manager. The County's Project Manager will have five (5) working days from receipt of the PCD to review and return the consolidated comments to the Contractor's Project Manager, unless otherwise agreed to by the parties. Contractor shall review and evaluate the County's comments and respond to the County in writing, within five (5) working days from receipt of County's comments. The County's comments and Contractor's response will be discussed and integrated into a final and agreed version, within five (5) working days, unless otherwise agreed to by the parties. County's and Contractor's Project Directors shall sign the final version of the PCD.

4.2 Formal Transmittal of Deliverables

The Contractor will be required to submit where applicable, one hard copy and one electronic copy in Microsoft Word format, or other format as approved by the County's Project Manager, of each deliverable. Each deliverable submitted to the County's Project Director for review and approval must have a formal transmittal letter from the Contractor's Project Manager and be addressed to the County's Project Director. Unless otherwise stated

herein, work on subsequent deliverables may proceed with the tentative approval of the County's Project Director, prior to formal acceptance of the preceding deliverables. The Contractor's Project Manager will be responsible for appropriate quality control of deliverables.

4.3 Approval of Deliverables

The County's Project Director will be assisted by an alternate, in his absence. The County's Project Director will be responsible for obtaining all appropriate approvals within two (2) week or ten (10) working days of receipt of the deliverable, unless otherwise agreed to by the parties.

4.4 Rejection of Deliverables

In the event that the County's Project Director deems the deliverable to be unsatisfactory, the County's Project Director will notify the Contractor of the reasons for deliverable rejection in writing within three (3) weeks or fifteen (15) working days of receipt of the deliverable. Contractor will then correct and resubmit the deliverable within two (2) weeks or ten (10) working days of the receipt of notice of rejection, unless otherwise agreed to by the parties.

4.5 Inspection of Work in Progress

The County's Project Director shall be permitted to inspect any and all of the Contractor's work in progress on a non-interference basis. The purpose of such inspections will be to verify project progress as reported by the Contractor, and to ensure that the work products are in accordance with contractual specifications and requirements. Deviations from the contractual specifications and requirements will be reviewed and, if found inappropriate, immediately corrected by the Contractor.

4.6 Contractor Access to Personnel and County Sites

Contractor will coordinate all contacts with personnel and county sites through the County's Project Director or designee. Contractor will be given reasonable access to appropriate personnel, county sites, pertinent documentation, and any additional information relevant to this project. Contractor must hold all such information in confidence, as appropriate. Contractor and Contractor's staff will be subject to a criminal background investigation.

4.7 **Items Furnished/Provided to the Contractor**

4.7.1 Access to the Department's Manual of Policy and Procedures, Duty Statements, and all related literature.

4.7.2 Access to Department intranet and on-line custody resources.

4.7.3 Work stations and work areas at the County's work site as needed.

4.7.4 Remote access to the Sheriff's Data Network for specified and agreed to Contractor employees.

4.8 **Contractor's Uniforms/Identification Badges**

4.8.1 Contractor employees assigned to the Security and Staffing Project while at participating law enforcement facilities, shall wear appropriate causal business attire at all times.

4.8.2 Contractor shall furnish and require every on-duty employee to wear a visible photo identification badge identifying employee by name, physical description, and company. Such badge shall be displayed on employee's person at all times he/she is on Sheriff's Department designated property. While in Secured areas of any county jail facility the Contractor's employee will be required to check in with the facility's main control area and leave a valid state identification and receive a facility visitor pass.

4.9 **Materials and Equipment**

The purchase of all materials / equipment to provide the needed services is the responsibility of the Contractor except the materials / equipment specified in this RFP and subsequent contract. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

4.10 **Contractor's Office**

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m. (Pacific Time), Monday through Friday, by at least one employee who can respond to inquires and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls.

The Contractor shall answer calls received by the answering service the next business day for non-emergency calls and within two (2) hours of receipt of emergency calls.

4.11 **Criminal Background Investigation for All Contractor and Sub-Contactor Employees Assigned**

All Contractor and sub-Contractor staff performing work under this RFP and subsequent Contract shall undergo and pass, to the satisfaction of County's Project Director, a background investigation as a condition of beginning and continuing to work under this Contract. The County's Project Director shall use his discretion in determining the method of background clearance to be used, which may include but not be limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless of whether the Contractor's staff passes or fails the background investigation.

4.12 **Work Schedules / Hours of Work**

Contractor shall submit for review and approval a work schedule to the County's Project Director within ten (10) days of starting work. Said work schedules shall be set on an annual calendar identifying all the required on-going and maintenance tasks. The schedules shall list the time frames by day of the week, as well as list morning, afternoon, or evening tasks that will be performed.

Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County's Project Director for review and approval within five (5) working days prior to scheduled time for work.

4.13 **Work Locations**

All work unless specified by the County's Project Director shall be at the main work location and LASD's facilities. The County's Project Director will notify the Contractor's Project Director in writing of the address of the main work location as soon as the Agreement is effective.

Parking and Travel: Parking will be provided at the above location. A parking allowance will not be provided. Travel will be required between County sites. Travel expenses will not be reimbursed. Lodging of employees may be required for out of county/state Contractors. Lodging expenses will not be reimbursed.

PUBLIC SAFETY RADIO INTEROPERABILITY CONSULTANCY SERVICES
PRICE AND SCHEDULE OF PAYMENTS

TASKS	DELIVERABLES (PAY POINTS ONLY)	DELIVERABLE DUE DATES (FROM PROJECT INITIATION)	PAYMENTS** ($)	REMARKS
1. Development of a Project Control Document	1. Project Control Document	2 weeks	0.00	
2. Project Kick-off	2. Project Initiation and Stakeholder Alignment Report	4 weeks	72,475.00	
3. Resource Verification & Infrastructure Assessment	3. Survey Mid-Course Review Report	10 weeks	297,840.00	
	4. Survey Finding Report	16 weeks	361,451.00	
4. Resource Utilization Planning	5. User Requirements Report	18 weeks	343,365.00	
5. Budget & Lifecycle Cost				
6. Migration Planning				
7. Development of Performance Based Technical Specifications	6. Specifcations Alignment Review Report	22 weeks	433,762.00	
8. RFP/Bid Package Development	7. RFP/Bid Package	32 weeks	105,842.00	
	Subtotal		1,614,735.00	
OPTIONAL TASKS	**OPTIONAL DELIVERABLES (PAY POINTS ONLY)**	**DELIVERABLE DUE DATES (FROM PROJECT INITIATION)**	**PAYMENTS** ($)**	**REMARKS**
1. Resource Verification & Infrastructure Assessment for Additional Sites	1. Additional Sites Survey Finding Report	17 weeks	91,670.00	
2. Vendor Proposal Support	2. Pre-Proposer Conference Summary Report	43 weeks	32,910.00	
	3. Vendor Inquiry Summary Report	53 weeks	43,910.00	
3. Vendor Selection Support	4. Compliance Assessment Report	59 weeks	82,275.00	
	5. Technical Validity Report	69 weeks	97,570.00	
	6. Final Vendor Ranking Report	79 weeks	91,715.00	
4. Contract Negotiation Support	7. Contract Issues Report	109 weeks	101,355.00	
	Subtotal		541,405.00	
	Total Payments		2,156,140.00	
	Contingency Provision		143,860.00	6.67% of Total Payments
	Grand total = Maximum Contract Sum		**2,300,000.00**	

Remarks ** A 10% Holdback will be applied to all Payments. The amount invoiced for each Task/Subtask/Deliverable shall be reduced by 10% accordingly. All Holdback amounts will be released to the Contractor as soon as all Tasks/Subtasks/Deliverables have been accepted by County Project Director.

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

RCC Consultants, Inc.
Company Name

100 Woodbridge Center Drive, Woodbridge, New Jersey 07095
Address

22-2661497
Internal Revenue Service Employer Identification Number

GENERAL

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

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

Signature

April 27, 2007
Date

Michael W. Hunter, President and Chief Executive Officer
Name and Title of Signer (please print)

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, Confidentiality, and Copyright Assignment 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.

Initials of Signer _____

Contractor Name _____ Contract No. _____

Employee Name_____

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

I agree to keep confidential all health, criminal, and 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.

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

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, Confidentiality, and Copyright Assignment 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.

Initials of Signer _____

Contractor Name _____ Contract No._____

Non-Employee Name _____

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

I agree to keep confidential all health, criminal, and 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.

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____