County of Los Angeles
**CHIEF EXECUTIVE OFFICE**
713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
http://ceo.lacounty.gov

WILLIAM T FUJIOKA
Chief Executive Officer

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

November 20, 2007

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

Dear Supervisors:

**DEPARTMENT OF TREASURER AND TAX COLLECTOR:
RECOMMENDATION TO APPROVE CONTRACT
WITH SUNGARD AVANTGARD LLC
FOR TREASURY SOFTWARE LICENSE AND SERVICES
(ALL DISTRICTS - 3 VOTES)**

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

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Chairman to sign the attached sole source Contract (Contract) with SunGard AvantGard LLC (SunGard), to provide continued licensing, professional services and on-going maintenance and support for SunGard's Resource IQ2 treasury software for the Treasurer and Tax Collector (TTC). The Contract is for a term of two years, with five additional one year extension periods, for a total of seven years commencing on December 24, 2007, or upon the date of Board approval, whichever is later, with a contract sum not to exceed $497,957.73 plus applicable sales tax and cost of living adjustments;

2. Delegate authority to the TTC to execute future modifications to the Contract which (a) do not materially affect the scope of work, period of performance, payments or other terms and conditions of the Contract; (b) increase the contract sum during each year of the Contract by no more than 15 percent of the contract sum as of the effective date of the Contract; (c) elect to extend the term of the Contract for the five additional year extension periods; (d) consent to assignments and delegations under Section 38 of the Contract; and (e) add or change certain terms and conditions in the Contract as required by the Board of Supervisors or Chief Executive Officer.

## PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

SunGard is a global leader in software and processing solutions for financial services, higher education and the public sector, serving more than 25,000 customers in more than 50 countries. Resource IQ2 is one of SunGard's core proprietary treasury management, accounting, compliance and reporting products.

TTC has been using Resource IQ2 for the past eight years during which time the software has performed as expected and support services were exemplary. The purchase order for the Resource IQ2 software was issued by County of Los Angeles (County) Internal Services Department (ISD). The purchase order process has specific statutory limitations pertaining to service contracting, which TTC has reached. TTC asks your Board to approve the Contract to provide for continued licensing, professional services and on-going maintenance and support for Resource IQ2.

Without Resource IQ2, many of TTC's automated accounting, cash management, compliance and reporting functions would have to be handled manually, which would result in processing backlogs and potential errors due to the sheer size and volume of our Treasury operation. In addition, without Resource IQ2, TTC's successful system of internal controls may also be compromised. Further, the amount of staff time that the TTC would need to dedicate to training on a new system would result in processing backlogs, non-compliance with certain statutorily required reporting deadlines, and would negatively impact County's liquidity.

As Resource IQ2 is proprietary to SunGard, SunGard is the only vendor that can provide licensing and comprehensive maintenance and support services for it.

### Implementation of Strategic Plan Goals

Licensing, professional services and on-going maintenance and support of the Resource IQ2 software are in accordance with TTC's approved Business Automation Plan. Successful performance and support of the Resource IQ2 software will also meet the County's Strategic Plan Goals of Organizational Effectiveness and Service Excellence.

## FISCAL IMPACT/FINANCING

The contract sum for the seven year term is $497,957.73 and is subject to increase for sales tax and cost of living adjustments on maintenance and support fees in each of years two through seven. The daily and hourly rates for professional services are additionally subject to cost of living adjustments in each of years two through seven. Such cost of living adjustments will not result in an increase to the contract sum as

money has been allocated in the contract sum for as-needed professional services; as cost of living adjustments apply, such money will simply purchase less professional services days or hours. The cost of living adjustments are in accordance with Board policy.

Disbursement of funds will be (a) approximately $155,090 allocated for a one-time perpetual license fee; (b) $202,867.73 for annual maintenance and support fees; and (c) $140,000 for as-needed professional services, such as training and additional software and custom programming. Funding for this Contract has been included in the 2007-2008 Adopted Budget, and will be included in TTC's budget requests for subsequent fiscal years.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Contract is required for the licensing, professional services, and the on-going maintenance and support of SunGard's Resource IQ2 software which the TTC has utilized for the last eight years for the management, accounting, reporting, and compliance monitoring of the Treasury's cash and investments. Specifically, the TTC utilizes the Resource IQ2 software to account for the approximately $21 billion in investments in the Treasury Pool, as well as the specific purpose investment portfolios of some Pool participants. The software also allows for automated compliance monitoring ensuring the Treasury Pool is invested in compliance with the Treasurer's Investment Policy, annually adopted by your Board. In addition, the Resource IQ2 software allows for automated cash accounting, positioning, and reporting, which allows the TTC to invest the maximum funds possible each day, while still funding Auditor-Controller disbursements in a timely and efficient manner. On a monthly basis, the TTC records approximately $3 to $4 billion in cash receipts and funds a similar amount in disbursements.

The TTC procured the Resource IQ2 software from SunGard through a software licensing and services contract in 1999 executed through the purchasing authority of ISD. The purchase order process has specific statutory limitations pertaining to service contracting, and the authority to contract for services beyond a specific dollar threshold rests with your Board.

The County's Chief Information Officer concurs with TTC's recommendation (see attached analysis). The attached Contract has been reviewed and approved as to form by County Counsel. Except as identified below, the Contract contains the Board's required contract provisions, including those pertaining to compliance with County's Child Support Program and Jury Service requirements.

This is not a Proposition A Contract due to the technical nature of the services provided, therefore, not subject to the Living Wage Program (County Code Chapter 2.201). It has been determined that the services under this Contract do not impact Board Policy No. 5.030, "Low Cost Resource Program," because of the specialized training needed to perform the work.

**CONTRACTING PROCESS**

This is a sole source Contract. Resource IQ2 software is proprietary to SunGard which is the only vendor that can provide licensing and comprehensive maintenance and support services for it.

In some cases SunGard did not completely accept County's standard contract language. TTC was required to negotiate alternative language because TTC could only obtain the Resource IQ2 software and related services from SunGard. The terms and conditions rejected by SunGard, and the alternative language negotiated by TTC, are identified below. TTC believes that the negotiated alternative language is commercially reasonable and does not impose any unacceptable risks or burdens on County.

In addition, TTC staff and, where applicable, County Counsel staff discussed each of the insurance and indemnification exceptions taken by SunGard with the Chief Executive Office's Risk Management Operations staff.

The following are areas within the negotiated Contract that depart from the County's standard language:

1. Indemnification – SunGard's indemnification obligations extend to liability resulting from bodily injury, death, personal injury, or tangible property (excluding County's data contained on tapes or other media, including damage to SunGard's property). SunGard is not required to indemnify County for liability resulting from County's acts and omissions.

2. Limitation of Liability – If County brings a claim for damages, in most cases SunGard's monetary liability will be limited to County's initial license fees, or $214,826. This limitation does not apply to SunGard's obligation to indemnify County for intellectual property infringement. In addition, SunGard will not be liable for lost revenues, lost profits, loss of business, or any indirect or consequential damages of any nature whether or not foreseeable.

3. Assignment and Delegation – The Contract contains language requiring County's prior approval of assignments and delegations; however, SunGard requires removal of paragraphs regarding sales of stock or membership interests by

shareholders or members of SunGard, as the case may be, and assumptions, takeovers, mergers and buyouts.

4. Notice to Employees Regarding the Federal Earned Income Credit – SunGard is only required to notify its employees, and require its subcontractors to notify their employees, that they may be eligible for the Federal Earned Income Tax Credit to the extent required by Internal Revenue Service Notice No. 1015.

5. Notification to County of 75 percent of Contract Sum – SunGard is not required to notify County when 75 percent of the contract sum under the Contract has been obligated.

6. Notification to County within Six Months of Expiration Term – SunGard is not required to notify County when the Contract is within six months of expiration.

**IMPACT ON CURRENT SERVICES**

There is no impact on current services. Approval of the Contract will ensure uninterrupted use of, and maintenance and support services for, the Resource IQ2 software for TTC's Treasury operations.

**CONCLUSION**

Instruct the Executive Officer/Clerk of the Board to return two signed originals of the Contract and one adopted stamped Board letter to TTC.

Respectfully submitted,

WILLIAM T FUJIOKA
Chief Executive Officer

Reviewed by:

JON W. FULLINWIDER
Chief Information Officer

WTF:LN:MJS
GS:LM:dc

Attachments

c: Auditor-Controller
Chief Information Officer
County Counsel

# CIO ANALYSIS

**SOLE SOURCE AGREEMENT WITH SUNGARD AVANTGARD LLC, TO PROVIDE CONTINUED LICENSING, PROFESSIONAL SERVICES AND ONGOING MAINTENANCE AND SUPPORT FOR SUNGARD'S RESOURCE IQ2 TREASURY SOFTWARE**

**CIO RECOMMENDATION:** ☒ APPROVE ☐ APPROVE WITH MODIFICATION ☐ DISAPPROVE

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

**New/Revised Contract Term:** Base Term: 2 Yrs # of Option Yrs 5

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

**Project Executive Sponsor:** Mark J. Saladino, Treasurer & Tax Collector

**Budget Information :**

| | |
|---|---|
| Y-T-D Contract Expenditures | $0 |
| Requested Contract Amount | $497,957 |
| Aggregate Contract Amount | $497,957 |

**Project Background:**

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

**Strategic Alignment:**

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

**Project/Contract Description:**

This sole source contract with SunGard AvantGard, LLC will provide continued licensing, professional services, and on-going maintenance and support for SunGard's Resource IQ2 treasury software for the Treasurer and Tax Collector (TTC). The contract is for a term of two (2) years, with five (5) additional one (1) year extension periods, for a total of seven (7) years, with a contract sum not to exceed $497,957, plus applicable sales tax and cost-of-living adjustments.

**Background:**

SunGard is a global leader in software and processing solutions serving more than 25,000 customers in more than 50 countries. TTC has been successfully using Resource IQ2 for the past eight (8) years under a purchase order issued by the Internal Services Department (ISD). However, the purchase order process has specific statutory limitations pertaining to service contracting, which TTC has reached.

**Project Justification/Benefits:**

This contract will allow TTC to continue using the Resource IQ2 software that is an integral part of its organization. The software facilitates TTC's automated accounting, cash management, compliance and reporting functions, and its internal controls. TTC utilizes the Resource IQ2 software to account for approximately $21 billion in investments in the Treasury Pool, as well as the specific purpose investment portfolios of some Pool participants. The software also allows for automated compliance monitoring ensuring the Treasury Pool is invested in compliance with the Treasurer's Investment Policy. The Resource IQ2 software allows for automated cash accounting, positioning and reporting, which enables TTC to invest the maximum funds possible each day. On a monthly basis, TTC records approximately $3 to $4 billion in cash receipts and funds a similar amount in disbursements.

**Project Metrics:**

Metrics and Priority Assignments related to maintenance and support are documented in Exhibit B (SunGard Support Procedures). Metrics associated with any professional services work will be included in the appropriate Statement of Work.

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

Without the Resource IQ2 software, many of TTC's automated accounting, cash management, compliance and reporting functions would have to be handled manually, which would result in processing backlogs and potential errors due to the size and volume of the Treasury operation. Also, TTC's successful system of internal controls may also be compromised. The amount of staff time that TTC would need to dedicate to training on a new system would result in processing backlogs, non-compliance with certain statutory required reporting deadlines, and would negatively impact the County's liquidity.

**Alternatives Considered:**

None. Because Resource IQ2 is proprietary to SunGard, SunGard is the only vendor that can provide licensing and comprehensive maintenance and support services.

**Project Risks:**

The only risks identified are related to SunGard's exceptions to County standard contract language. The terms and conditions rejected by SunGard, and the alternative language negotiated by TTC, are disclosed in the Board Letter.

**Risk Mitigation Measures:**

All of SunGard's exceptions to County standard contract language were reviewed by County Counsel and Risk Management Operations, and the Department has determined that these exceptions were acceptable.

**Financial Analysis:**

The total cost of the contract is $497,957, plus applicable sales tax and cost-of-living adjustments. Disbursement of funds will be approximately $155,090 for a one-time perpetual license fee, $202,867 for annual maintenance and support fees, and $140,000 for as-needed professional services, such as training, software and custom programming. This also requests delegated authority for the TTC to execute future modifications to the contract that increase the contract sum by no more than 15% during each year of the contract. Funding for this contract has been included in the 2007-2008 Adopted Budget, and will be included in TTC's budget requests for subsequent fiscal years.

**CIO Concerns:**

None.

**CIO Recommendations:**

We support this contract and recommend Board approval.

**CIO APPROVAL**

Date Received: October 29, 2007

Prepared by: Henry Balta

Date: October 31, 2007

Approved: [signature]

Date: 11/6/2007

CONTRACT FOR THE PROVISION
OF
SOFTWARE, SOFTWARE LICENSING AND SERVICES

THIS CONTRACT, made and entered into this 27th day of November 2007 ("Effective Date").

BY AND BETWEEN — COUNTY OF LOS ANGELES, a corporate and politic, hereinafter referred to as "COUNTY"

AND — SUNGARD AVANTGARD LLC, formerly ADS Associates, Inc., hereinafter referred to as "CONTRACTOR".

W I T N E S S E T H

WHEREAS, CONTRACTOR and COUNTY entered into a Contract dated June 24, 1999 for a license for the software (including custom programs) known as "Resource IQ2" (as further defined in Exhibit A to this Contract, "Software") and CONTRACTOR has continued to provide maintenance and other services for said software; and

WHEREAS, COUNTY desires to obtain a perpetual license to the Software and to obtain maintenance and other services for the Software and CONTRACTOR desires to provide such a license and such services; and

WHEREAS, the parties desire to enter into this Contract for the provision of a perpetual license to the Software and of maintenance and other services for the Software, all as further described in, and subject to the terms and conditions of, this Contract;

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto and each of them do agree as follows:

1. APPLICABLE DOCUMENTS

A. Exhibits A through E, together with the attachments and schedules thereto, as set forth below, are attached to and form a part of this Contract. The body of this Contract, together with such exhibits, attachments and schedules are collectively referred to as this "Contract".

B. In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or content of a deliverable product between the Contract and Exhibits, or between Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Contract, and then to the Exhibits according to the following priority:

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Exhibit A - Software Licensing and Services Agreement (together with the schedules and attachments thereto, "Exhibit A")

Exhibit B – Support Procedures

Exhibit C – CONTRACTOR's EEO Certification

Exhibit D – Jury Service Program

Exhibit E – Safely Surrendered Baby Law

C. This Contract, and the Exhibits hereto, together with the attachments and schedules thereto, constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract.

2. PROJECT RESPONSIBILITY-COUNTY/CONTRACTOR

A. PROJECT RESPONSIBILITY -COUNTY

COUNTY's Contract Administrator shall be responsible for ensuring that the objectives of this Contract are met and determining, in COUNTY's view, CONTRACTOR'S compliance with the Contract. COUNTY'S Contract Administrator for this Contract is Joseph Kelly. COUNTY shall notify CONTRACTOR in writing of any changes in personnel. COUNTY'S Contract Administrator, or his/her designee, shall interface with the Implementation Manager representing CONTRACTOR and the COUNTY'S Contract Administrator is authorized to make changes in the terms and conditions of this Contract, only in accordance with Section 3, "Changes and Amendments", herein. COUNTY'S Contract Administrator shall provide overall direction to CONTRACTOR in the areas relating to policy, program information, and procedural requirements.

B. PROJECT RESPONSIBILITY -CONTRACTOR

CONTRACTOR'S Implementation Manager is David Tucker who is a full-time employee of CONTRACTOR, and who shall be responsible for assigning CONTRACTOR'S employees who are to perform the day-to-day activities related to this contract. CONTRACTOR'S Implementation Manager or one of CONTRACTOR's employees as assigned by CONTRACTOR's Implementation Manager shall be available on a daily basis during the business hours of 8:00 a.m. to 5:00 p.m. for telephone contact and to meet with COUNTY personnel regarding the operation of the Contract. CONTRACTOR shall inform COUNTY in writing of the name of any alternate Implementation Manager or designee within one (1) business days of choosing the same.

3. CHANGES AND AMENDMENTS

A. CONTRACTOR and the COUNTY may mutually agree to revise, modify or amend any portion of the work required under this Contract, or amend such other terms and conditions, which may become necessary. Any such revisions, modifications or amendments shall be reduced in writing and executed by an authorized representative of both parties.

B. COUNTY's Treasurer and Tax Collector is authorized to execute revisions, modifications or amendments which (a) do not materially affect the scope of work, period of performance, payments or other terms and conditions of this Contract, (b) increase the Maximum Contract Sum by no more than fifteen percent (15%) of the Maximum Contract Sum as of the Effective Date during each twelve (12) calendar month period of the term of this Contract (commencing on the Effective Date), (c) elect to extend the term of this Contract as set forth in Section 5.A. below and/or (d) consent to an assignment or delegation under Section 38 below.

4. CONTRACTOR'S SERVICES

A. CONTRACTOR is hereby required to render and provide "Services" in the manner and form described in the body of this Contract and as set forth in the Exhibits attached hereto, together with the schedules and attachments thereto, and as may be amended from time to time in accordance with Section 3, "Changes and Amendments".

B. In addition to the Services described in the body of this Contract and as set forth in the Exhibits attached hereto, together with the schedules and attachments thereto, at COUNTY's reasonable request and subject to the availability of CONTRACTOR's personnel, CONTRACTOR shall provide to COUNTY any COUNTY-approved additional installation services, additional training, consulting services, custom programming, assistance with data transfers or CUSTOMER system or database upgrades, system restarts and reinstallations and other specialized support services and/or other Services that are outside the scope of ongoing support services described in the Exhibits hereto, together with the schedules and attachments thereto (including any diagnostic or programming services requested by CUSTOMER that are not due to a failure of the Software to conform to Documentation (as defined in Exhibit A) or this Contract, or an act or omission of CONTRACTOR) at CONTRACTOR's standard professional service fees for the type of service requested. The CONTRACTOR's standard professional service fees as of the Effective Date are set forth on Schedule A to Exhibit A and are subject to adjustment for the maximum increase limitations provided for in Schedule A to Exhibit A. In addition, CONTRACTOR reserves the right to charge a premium for any ongoing support services requested by COUNTY to be performed outside of CONTRACTOR's normal business hours subject to availability of such off hours services, prior arrangement with COUNTY and mutual agreement on the premium.

C. CONTRACTOR agrees that the performance of work and Services pursuant to the requirements of this Contract shall conform to high professional standards as

exist in CONTRACTOR'S profession or field of practice.

D. CONTRACTOR agrees that should work be performed outside the scope of this Contract without the prior written approval of COUNTY in accordance with Section 3, "Changes and Amendments" of this Contract, such work shall be deemed to be a gratuitous effort on the part of CONTRACTOR, and CONTRACTOR shall have no claims, therefore, against COUNTY.

5. TERM

A. The term of this Contract will commence upon the Effective Date and shall continue for two (2) years thereafter, until and unless sooner terminated as provided in this Contract ("Initial Term"). COUNTY may elect to extend the term of this Contract by five (5) additional one (1) year periods by delivering written notice to CONTRACTOR no later than thirty (30) calendar days prior to the expiration of the Initial Term or the then-current Extended Term. As used herein, the phrases "term of this Contract" or "Contract term" include the Initial Term and all Extended Terms elected by COUNTY. Notwithstanding the foregoing, the term of the license to the Software is as set forth in Section 1 of Exhibit A.

B. After the first anniversary of the Effective Date, COUNTY may terminate services performed under this Contract upon each anniversary date thereafter by delivery to CONTRACTOR of a ninety-(90) calendar day advance Notice of Termination, in accordance with Section 28, "Notices", specifying the date upon which such termination becomes effective.

6. CONTRACT SUM

The "Maximum Contract Sum" under the terms of this Contract shall be the total monetary amount payable by COUNTY to CONTRACTOR for provision of the Software and Services specified herein in accordance with Exhibit A, Schedule A. The Maximum Contract Sum is $497,957.73, and is subject to adjustment in each of years two through seven of the term of this Contract for (a) applicable sales tax on the Annualized Quarterly Support Fees (as defined in Exhibit A) and (b) maximum increase limitations provided for in Schedule A to Exhibit A on the Annualized Quarterly Support Fees.

7. INVOICING AND PAYMENT

A. In accordance with Exhibit A, Schedule A, CONTRACTOR shall invoice COUNTY as follows:

1.) One hundred percent of the Perpetual License Fee upon the Effective Date.
2.) On a quarterly basis in advance for the Quarterly Support Fees.
3.) Applicable professional services charges, upon completion of such professional services in accordance with this Contract.

B. Invoices and any supporting documentation shall be sent to the address shown on Exhibit A, Schedule A.

C. COUNTY will pay all undisputed charges that are not subject to a good faith dispute within thirty (30) calendar days of receipt of the invoices.

8. COVENANT AGAINST CONTINGENT FEES

A. CONTRACTOR warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Contract upon an 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.

B. For breach or violation of this warranty, COUNTY shall have the right to terminate this Contract in accordance with Section 24, "Events of Default", and/or, at its sole discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

9. CONFLICT OF INTEREST

A. CONTRACTOR represents and warrants that no COUNTY employee whose position in the COUNTY enables him/her to influence the award of this Contract or any competing agreement, and no spouse or economic dependent of such employee is or shall be employed in any capacity by CONTRACTOR herein, has or shall have any direct or indirect financial interest in this Contract.

B. CONTRACTOR further represents and warrants that CONTRACTOR, its agents, and employees will not engage in any activity or enterprise giving rise to an actual or apparent conflict of interest with CONTRACTOR'S duties under this Contract.

10. INDEPENDENT CONTRACTOR STATUS

This Contract 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 between COUNTY and CONTRACTOR. CONTRACTOR understands and agrees that all CONTRACTOR personnel furnishing Services to COUNTY pursuant to this Contract are, for purposes of workers' compensation liability, employees solely of CONTRACTOR and not of COUNTY. CONTRACTOR shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any CONTRACTOR personnel for injuries arising from or connected with Services provided to COUNTY pursuant to this Contract

11. SUBCONTRACTING

A. No performance of this Contract or any portion thereof shall-be-subcontracted by CONTRACTOR without the express written consent of COUNTY. Any attempt by CONTRACTOR to subcontract any performance of Services under this Contract without COUNTY's prior written consent shall be null and void and shall constitute a breach of this Contract. In the event of such a breach, this Contract may be terminated forthwith.

B. In the event COUNTY consents to subcontracting, each and all of the provisions of this Contract and any modifications thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.

C. In the event that COUNTY consents to subcontracting, CONTRACTOR shall include in all subcontracts the following provision: "This Contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all the provisions of such prime contract. All representations and warranties shall inure to the benefit of the County of Los Angeles."

D. CONTRACTOR'S request to COUNTY for approval to enter into a subcontract shall include:

1) A description of the services to be provided by the subcontractor.
2) Identification of the proposed subcontractor and a description of the manner in which the proposed subcontractor was selected, and a statement of the extent of competition, if any, involved in the award of the subcontract.
3) Any other information or certifications requested by COUNTY.

E. Any third party delegate(s) appointed by CONTRACTOR shall be specified in writing to COUNTY for advance concurrence.

F. All subcontracts shall be made in the name of CONTRACTOR and shall not bind nor purport to bind COUNTY. The making of subcontracts hereunder shall not relieve CONTRACTOR of any requirement under this Contract, including, but net limited to, the duty to properly supervise and coordinate all the work of CONTRACTOR and any subcontractor. Approval of the provisions of any subcontract by COUNTY shall not be construed to constitute a determination of the allowability of any cost under this Contract.

G. CONTRACTOR shall be solely liable and responsible for any and all payments and other compensation for all subcontractors and COUNTY shall have no liability or responsibility with respect thereto

H. CONTRACTOR shall indemnify, defend, and hold harmless COUNTY' from any and all liability arising or resulting from the employment of any subcontractors and their employees in the same manner as for CONTRACTOR'S own employees.

12. DISCLOSURE OF INFORMATION

CONTRACTOR shall not disclose any details in connection with this Contract to any party except as may be otherwise provided herein or required by law. However, in recognizing CONTRACTOR'S need to identify its services and related clients to sustain itself, COUNTY shall not prohibit CONTRACTOR from publicizing its role under this Contract with the following conditions:

1) CONTRACTOR shall develop all publicity material in a professional manner,

2) During the course of performance of this Contract, CONTRACTOR, its

employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, using the name of COUNTY without the prior written consent of COUNTY. Said consent shall not be unreasonably withheld.

3) CONTRACTOR may, without prior written permission of COUNTY, indicate in its bids, proposals, and sales materials that it has been awarded a Contract to provide Services, provided, however, that the requirements of this provision shall apply.

13. COMPLIANCE WITH LAWS

A. CONTRACTOR shall conform to and abide by all applicable State and Federal laws, and all provisions required to be included in this Contract are incorporated by this reference.

B. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any loss, damage or liability resulting from a violation by CONTRACTOR, its employees, agents or subcontractors of such laws.

14. COMPLIANCE WITH WAGE AND HOUR LAWS

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney's fees arising under any wage and hour law including, but not limited to, the federal Fair Labor Standards Act for services performed by CONTRACTOR'S employees for which COUNTY may be found jointly or solely liable.

15. COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR hereby assures that it will comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1973, where applicable, and Title 43, Part 17 of the Code of Federal Regulations Subparts A and B, to the end that no persons shall, on the grounds of race, creed, color, national origin, political affiliation, marital status, sex, age or disability be subjected to discrimination under the privileges and use granted by this Contract or under any project, program or activity supported by this Contract.

16. NON-DISCRIMINATION IN EMPLOYMENT

A. CONTRACTOR certifies and agrees that all persons employed by CONTRACTOR, its affiliates, subsidiaries, or holding companies, are and will be treated equally by it without regard to or because of race, color, religion, ancestry, national origin, political affiliation, marital status, sex, sexual orientation, age, or handicap, in compliance with all applicable Federal, State and County non-discrimination laws and regulations.

B. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard

to race, religion, color, national origin, political affiliation, marital status, sex, sexual orientation, age, or disability. Such action shall include, but is not limited to the following: 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.

C. CONTRACTOR shall deal with its subcontractors, bidders, or vendors without regard to or because of race, religion, color, national origin, political affiliation, marital status, sex, sexual orientation, age, or disability.

D. CONTRACTOR shall allow COUNTY representatives access to employment records during regular business hours in order to verify compliance with the provisions of this Section 16 when so requested by COUNTY

E. If COUNTY finds that any of these provisions has been violated, such violation shall constitute a material breach upon which COUNTY may terminate or suspend this Contract. While COUNTY retains the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, any determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that CONTRACTOR has violated State or Federal antidiscrimination laws or regulations shall also constitute a finding by COUNTY that CONTRACTOR has violated the antidiscrimination provisions of this Contract.

F. In the event CONTRACTOR violates the antidiscrimination provisions of this Contract, COUNTY shall, at its option, be entitled to a sum of FIVE HUNDRED DOLLARS ($500.00) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating this Contract.

G. The CONTRACTOR shall certify and comply with the provisions of Exhibit D attached hereto.

17. EMPLOYMENT ELIGIBILITY VERIFICATION

A. CONTRACTOR warrants that it fully complies with all statutes and regulations regarding employment eligibility of aliens and others, that all persons performing Services under this Contract are eligible for employment in the United States. For breach or violation of this warranty , County shall have the right to terminate this Contract in accordance with Section 25 "Events of Default".

B. CONTRACTOR represents that it has secured and retained all required documentation verifying employment eligibility of its personnel. CONTRACTOR shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.

C. CONTRACTOR shall indemnify, defend, and hold harmless the COUNTY, its officers and employees from any employer sanctions and other liability that may be assessed against COUNTY or CONTRACTOR in connection with any violations of Federal statutes or regulations pertaining to the

employment of aliens performing services hereunder.

18. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS

Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, CONTRACTOR shall give first consideration for such employment openings to qualified permanent COUNTY employees who are targeted for layoff after the effective date of this contract.

19. CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT

Should CONTRACTOR require additional or replacement personnel after the effective date of this Agreement, CONTRACTOR shall give consideration for any such employment openings to participants in COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) who meet CONTRACTOR'S minimum qualifications for the open position. COUNTY will refer GAIN/GROW participants by job category to CONTRACTOR.

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

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

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

21. CONTRACTOR'S ACKNOWLEDGEMENT 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 District Attorney will supply CONTRACTOR with the poster to be used.

22. LOBBYIST

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 the County Lobbyist Ordinance shall constitute a material breach of contract upon which COUNTY may immediately terminate or suspend this Contract.

23. LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS

COUNTY'S obligation is payable only and solely from the funds appropriated for the purpose of this contract. All funds for payment after June 30 of the current fiscal year are Subject to COUNTY'S legislative appropriation for this purpose. Payments during subsequent fiscal year periods are dependent upon such similar action. In the event the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payment, then the affected services may be 1) terminated in their entirety as of June 30 of the then current fiscal year, or 2) reduced in accordance with available funding as deemed necessary by COUNTY, COUNTY shall notify CONTRACTOR in writing of any such nonallocation of funds at the earliest possible date.

24. EVENTS OF DEFAULT

COUNTY shall be sole judge as to satisfactory performance and may terminate this Contract for default, pursuant to Section 25, "Termination For Default", in the event of the occurrence of any of the following (hereinafter "Events of Default"):

A. Default for Non-Performance

In the event CONTRACTOR fails to perform any of the provisions of this Contract, or so fails to make such progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) business days (or such longer period as COUNTY may authorize in writing) after receipt of notice from COUNTY specifying such failure. COUNTY will not unreasonably withhold such written authorization of an additional time period for cure.

B. Default for Insolvency

COUNTY may terminate this Contract for default for insolvency in the event of the occurrence of any of the following:

1) Insolvency of CONTRACTOR. CONTRACTOR shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether or not insolvent within the meaning of the Federal Bankruptcy Law. Should such a situation occur, CONTRACTOR shall immediately give notice thereof, including all relevant information, as set forth herein, with respect thereto, to COUNTY;

2) The filing of a voluntary petition in bankruptcy, or involuntary bankruptcy proceedings are commenced against CONTRACTOR, and relief from the automatic stay in bankruptcy is obtained by COUNTY;

3) The appointment of a Receiver or Trustee for CONTRACTOR, provided that the Receiver or Trustee shall not have been dismissed within thirty-calendar day's (30) of appointment;

4) The execution by CONTRACTOR of an assignment for the benefit of creditors.

C. Default for Breach of Warranty or Contract Provisions:

CONTRACTOR breaches or violates the warranties set forth in Section 8, "Covenant Against Contingent Fees"; Section 9, "Conflict of Interest"; Section 11, "Subcontracting"; and Section 17, "Employment Eligibility Verification".

D. Default for Discrimination in Employment

Determination by COUNTY, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by CONTRACTOR in violation of state and/or federal laws thereon.

25. TERMINATION FOR DEFAULT

A. Upon the occurrence of anyone or more of the Events of Default heretofore described, this Contract shall be subject to termination. As a condition precedent thereto, COUNTY shall give CONTRACTOR a ten (10) calendar day Notice of Termination by registered or certified mail or personal service, of the date set for termination thereof and the grounds for termination.

B. Action by COUNTY to effect a termination and forfeiture of possession shall be without prejudice to the exercise of any other rights provided herein by law to remedy a breach of this Contract.

C. The remedies reserved to COUNTY herein shall be cumulative and additional to any other remedies provided in law or equity.

In the event that, following service of the Notice of Termination of this Contract under the provisions of this Section 26, it is determined for any reason that CONTRACTOR was not in default under the provisions of Section 25,"Events of Default", or CONTRACTOR has, to the satisfaction of COUNTY, cured any default, COUNTY shall issue, within five (5) business days, a recession of Notice of Termination, and the rights and obligations of the parties shall be the same as if the Notice of Termination had not been issued.

26. TERMINATION FOR IMPROPER CONSIDERATION

A. COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this Contract 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 Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to CONTRACTOR'S performance pursuant to the 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.

B. CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the County AuditorController's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

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

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

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Section, 21,"Contractor's Warranty of Adherence to County's Child Support Compliance Program", shall constitute a default by CONTRACTOR under this Contract. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County District Attorney shall be grounds upon which the County Board of Supervisors may terminate this Contract pursuant to Section 26,"Termination for Default".

28. NOTICES

A. Any notice desired or required to be given under the terms of this Contract or any law applicable thereto shall be placed in a sealed envelope, with postage paid, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub- post office, sub-station or mail chute, or other like facility regularly maintained by the United States Postal Service.

B. Service by mail shall be deemed complete upon deposit in the above-mentioned manner. Any notice made hereunder shall also be transmitted vial authenticating facsimile machine (hereinafter referred to as "FAX") to the appropriate party at the FAX number set forth herein. Documents transmitted via FAX that are received on weekends or holidays or after 5:00 p.m. on a business day shall be deemed received at 8:00 a.m. the following business day.

C. The address to be used for any given notice served by mail upon CONTRACTOR shall be 23975 Park Sorrento, 4th Floor, Calabasas, CA 91302 - Attention: Contract Administration and, in the case of (a) any notice by COUNTY alleging a breach of this Agreement by CONTRACTOR or (b) a termination of this Agreement, COUNTY shall also send a copy to SunGard Data Systems Inc., 680 East Swedesford Road, Wayne, Pennsylvania 19087, Attention: General Counsel, , or such other place as may hereinafter be

designated in writing to COUNTY by CONTRACTOR.

D. A copy of the notice shall be addressed and mailed to Joseph Kelly, COUNTY's Contract Administrator, 500 West Temple Street, Room 462, Los Angeles, CA 90012, or any such place as may hereinafter be designated in writing to CONTRACTOR by COUNTY.

E. A copy of the notice shall be addressed and mailed to the Treasurer and Tax Collector's Contracts Section, 500 West Temple Street, Room 464, Los Angeles, CA 90012, (FAX # (213) 626-1701).

F. Either party may change the party who is designated to receive notices pursuant to this Section 29, by giving written notice of the change to the other party.

29. INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend and hold harmless COUNTY and its Special Districts, elected and appointed officers, employees, and agents (County) from and against any and all liability and expense, including defense costs and legal fees, arising from or connected with claims for lawsuits for damages or workers' compensation benefits relating to CONTRACTOR'S operations or its services, which result from bodily injury, death, personal injury, or tangible property damage (excluding COUNTY's data contained on tapes or other media, including damage to CONTRACTOR'S property). CONTRACTOR shall not be obligated to indemnify for liability and expense arising from the acts or omission of COUNTY.

30. INSURANCE

CONTRACTOR will be covered at all times during the terms of this Contract by such insurance as it deems adequate in its reasonable judgment, which shall in any event consist of not less than the following types and minimum amounts of coverage:

- Workers' Compensation
- Automobile Liability
- General Liability ($1,000,000)
- Errors & Omissions ($5,000,000)

Such insurance shall be written by one or more reputable insurance companies. Upon the reasonable request of COUNTY, CONTRACTOR shall furnish COUNTY with a certificate of insurance and endorsement to the General Liability policy reflecting the County of Los Angeles as Additional Insured.

31. INTERPRETATION

A. This Contract shall be interpreted according to the rules that govern the interpretation of contracts, as prescribed in Part 2 of Division 3 of the State Civil Code, commencing with Section 1635.

B. The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

32. GOVERNING LAW AND VENUE

This Contract shall be governed by and construed in accordance with the laws of the State of California.

33. VALIDITY

The invalidity, unenforceability or illegality of any provision of this Contract shall not render the other provisions thereof invalid, unenforceable, or illegal.

34. WAIVER

No waiver of a breach of any provision of this Contract shall constitute a waiver of any other breach of said provision or of any other provision of this Contract. Failure of either party to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. No waiver shall be enforced unless said waiver is set forth in writing and signed by the party granting the waiver.

35. AUTHORIZATION WARRANTY

CONTRACTOR represents and warrants that the signatory to this Contract is fully authorized to obligate CONTRACTOR hereunder and that all corporate acts necessary to the execution of this Contract have been accomplished.

36. JURY SERVICE PROGRAM

The Contract is subject to the provisions of the COUNTY's ordinance entitled Contractor Employee Jury Service (in this Section 36, "Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code. A copy of the Jury Service Program is attached hereto as Exhibit D.

37. SAFELY SURRENDERED BABY LAW

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY contractors to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business within Los Angeles County. The COUNTY's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used. A copy of the poster is attached hereto as Exhibit E and can also be found on the Internet at www.babysafela.org.

38. ASSIGNMENT AND DELEGATION

Neither party shall assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the other party, such consent not to be unreasonably withheld, which consent shall not be required in the case of an assignment to an affiliate (as defined in Exhibit A) of such party provided that the scope of the license to the Software granted under this Contract does not change. Any attempted assignment or delegation without such consent shall be null and void. For

purposes of this Section 38, County consent shall require a written modification to the Contract under Section 3, "Change and Amendments". Any payments by the County approved by Contractor to Contractor's delegate or assignee on any claim under this Contract shall be deductible, at COUNTY's sole discretion, against the claims, which the CONTRACTOR may have against the COUNTY.

39. CONTRACTOR RESPONSIBILITY AND DEBARMENT

This Contract is subject to the provisions of Chapter 2.202 of the Los Angeles County Code.

40. QUALITY ASSURANCE PROGRAM

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

41. FEDERAL EARNED INCOME TAX CREDIT

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

42. CALIFORNIA PUBLIC RECORDS ACT

A. Any documents submitted to COUNTY by the CONTRACTOR; all information obtained by or on behalf of COUNTY in connection with the COUNTY's right to audit and inspect the CONTRACTOR's documents, books, and accounting records pursuant to Section 45, "Audits/Records Retention", of this Contract, 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 prominently marked "trade secret", "confidential", or "proprietary". Notwithstanding anything to the contrary set forth in this Contract, the County shall not in any way be liable or responsible for the disclosure of any such records including those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

B. Notwithstanding anything to the contrary set forth in this Contract, in the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the CONTRACTOR agrees to defend and indemnify the COUNTY from all costs and

expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act, provided that the COUNTY permits CONTRACTOR to control the defense of such action.

43. RECYCLED BOND PAPER

Consistent with the COUNTY's Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the Contractor agrees to use recycled-content paper to the maximum extent commercially reasonable on this Contract.

44. AUDITS/RECORDS RETENTION

A. The CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The CONTRACTOR agrees that the COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. The CONTRACTOR shall keep and maintain all such material, and shall make all such material available to the COUNTY during the term of this Contract and for a period of five (5) years thereafter unless the COUNTY's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the CONTRACTOR at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the COUNTY's option, the CONTRACTOR shall pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

B. Failure on the part of the CONTRACTOR to comply with any of the provisions of this Section 46 shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.

45. DISABLING DEVICES

CONTRACTOR shall not intentionally cause any unplanned interruption of the operations of, or accessibility to the Software or any Software product through any device, method or means including, without limitation, the use of any "virus," "lockup," "time bomb," or "key lock," "worm," device or program, or disabling code, which has the potential or capability of compromising the security of COUNTY's confidential or proprietary information or of causing any unplanned interruption of the operations of, or accessibility of the Software or any Software product to COUNTY or any user or which could alter, destroy, or inhibit the use of the Software or any Software product, or the data contained therein (collectively referred to as a "Disabling Device"), which could block access to or prevent the use of the Software or any Software product by COUNTY or users. CONTRACTOR represents, warrants and agrees that it has not intentionally placed, nor is it aware of, any Disabling Device on the Software or any Software product provided to COUNTY under this Contract, nor shall CONTRACTOR knowingly permit any subsequently delivered Software or Software product to contain any Disabling Device.

46. BACKGROUND CHECKS; EMPLOYEE CONFIDENTIALITY AGREEMENTS

A. At any time prior to or during term of this Contract, the COUNTY may require that certain of CONTRACTOR's employees and agents undergo and pass, to the satisfaction of COUNTY, a background investigation, as a condition of beginning and continuing to work under this Contract, if any of the following apply to such employees and/or agents: (a) have access to County's banking files; (b) perform professional services at COUNTY's facilities; or (c) perform audits of COUNTY's use of the Software under Section 7.3 of Exhibit A. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

B. CONTRACTOR shall ensure all employees and/or agents described in Section 46.A. above are subject to confidentiality obligations that provide at least the same amount of protection of COUNTY's data as is provided hereunder. CONTRACTOR shall be liable for any breaches by its employees and/or agents of such confidentiality obligations.

C. COUNTY may deny or terminate facility access to the CONTRACTOR's staff who do not pass such investigation(s) to the satisfaction of the COUNTY, or whose background or conduct is incompatible with COUNTY facility access.

D. CONTRACTOR shall not be liable for any reasonable delay caused by its compliance with the provisions of Section 46.A. or 46.C should, at the time of COUNTY's request under such Section, CONTRACTOR not have any qualified employees or agents available to perform work hereunder who are in compliance with such Section.

47. SOURCE CODE

A. CONTRACTOR has established a source code escrow agreement (in this Section 47, "Escrow Agreement") between CONTRACTOR and Iron Mountain (in this Section 47, "Escrow Agent"). In the event that the Escrow Agreement expires or terminates, or CONTRACTOR otherwise desires to change the escrow agent, CONTRACTOR shall obtain a replacement source code escrow agreement with another source code escrow company, both of which shall be subject to COUNTY's Contract Administrator's reasonable approval. Such replacement source code escrow agreement and source code escrow company shall thereafter constitute the "Escrow Agreement" and the "Escrow Agent", respectively, for all purposes under this Section 47. COUNTY agrees to pay the annual beneficiary fees under the Escrow Agreement, which fee is currently $450 per year. Provided COUNTY is in compliance with the immediately preceding sentence, CONTRACTOR shall maintain the Escrow Agreement in full force and effect throughout the term of this Contract.

B. Promptly following the Effective Date, but no later than 30 days, Contractor shall add County as a beneficiary of the Escrow Agreement by providing notice to the Escrow Agent and, provided COUNTY is paying the annual beneficiary fees thereunder, will maintain COUNTY as a beneficiary under the Escrow Agreement

for the term of this Contract. CONTRACTOR shall ensure that at all times during the term of this Contract the version of the source code (all such source code collectively in this Section 47, "Source Code") on deposit with the Escrow Agent is accurate and complete, including, but not limited to, for all modifications, revisions and updates under Section 3.1.3 of Exhibit A.

C. Upon the occurrence of any of the following release conditions, COUNTY is entitled to receive Source Code from escrow, COUNTY shall have the right to immediately begin using the Source Code as is necessary to fully enjoy the license rights to the Software granted under this Contract, including, but not limited to, for purposes of obtaining allowing a third party to perform the ongoing support obligations the CONTRACTOR would otherwise be obligated to perform under this CONTRACT:

(i) Any of the events described under Section 24.B. above occur with respect to the CONTRACTOR;

(ii) CONTRACTOR discontinues support of the product;

(iii) CONTRACTOR ceases or otherwise fails to provide ongoing support obligations for the Software as required under this Contract without making arrangements for continued provision by a qualified successor; or

(iv) CONTRACTOR ceases to do business without a qualified successor.

D. Subject to the Section 47.C. above, the Source Code obtained by COUNTY under the provisions of this Contract shall remain subject to every license restriction, proprietary rights protection, and other COUNTY obligation specified in this Contract. COUNTY may use Source Code for solely for the purposes permitted under this Contract. When the Source Code is not in use, COUNTY agrees to keep such Source Code in a locked, secure place. When Source Code resides in a central processing unit, COUNTY shall limit access to its authorized employees and consultants who have a need to know in order to provide ongoing support obligations for the software. In the event a release condition under Section 47.C. occurs, Sections 47.C. and 47.D. survive expiration or termination of this Contract.

48. <u>AMENDMENTS TO EXHIBIT A</u>

COUNTY and CONTRACTOR agree that for all purposes with respect to this Contract, Exhibit A is amended as follows:

A. Section 1.1 of Exhibit A:

(i) Insert the phrase "perpetual, revocable only as described in Sections 6.1.3 and/or 8.1 of this Exhibit A," immediately after the phrase "non-exclusive,".

(ii) Insert the following immediately after the final punctuation of such Section:

This Section 1.1 shall survive expiration or termination of this AGREEMENT, except if terminated pursuant to Sections 6.1.3 or 8.1; provided that (a) upon the effective date of such termination, any SUNGARD warranties under this AGREEMENT shall cease to apply, and SUNGARD shall have no liability with respect to CUSTOMER's use of the Software and Documentation, for the period after such termination date, and (b) use of the Software shall remain subject to the terms of Section 7 of this AGREEMENT and Section 47 of the body of the Contract for the Provision of Software, Software Licensing and Services to which this AGREEMENT is attached as Exhibit A.

B. Section 3.1 of Exhibit A: Insert the phrase "in accordance with this Agreement and Exhibit C" immediately prior to the colon.

C. Section 5.1 of Exhibit A: Replace all references to the phrase "initial license fee", whether or not capitalized, with references to the phrase "perpetual license fee". Replace all references to the phrase "monthly license fees", whether or not capitalized, with references to the phrase "quarterly support fees".

D. Section 5.2 of Exhibit A: Delete the text thereof and replace it with "[INTENTIONALLY OMITTED]".

E. Section 5.4 of Exhibit A: Insert the following immediately after the final punctuation of such Section:

SUNGARD agrees to deliver the Software, including periodic modifications, revisions and updates under Section 3.1.3, and Documentation either (a) in electronic format (e.g., via electronic mail or Internet download), or (b) personally by SUNGARD staff who may load the Software and Documentation onto CUSTOMER's systems but who will retain possession of all originals and copies of such tangible media (including CD-ROM, magnetic tape, printed manuals, etc.) used to deliver such Software and Documentation.

F. Section 6.6 of Exhibit A: Replace the reference to the phrase "INITIAL LICENSE FEE" with a reference to the phrase "PERPETUAL LICENSE FEE".

G. Section 8.2 of Exhibit A:

(i) Replace the reference to the phrase "or otherwise" immediately after the phrase "this Section 8" with "or Section 6.1.3".

(ii) Insert the following immediately prior to the final sentence of such Section:

SUNGARD shall, at COUNTY's Contract Administrator's (as defined in the body of the Contract) direction, either return or destroy all copies of County's confidential information held by or on behalf of SUNGARD and shall

give written notice to CUSTOMER certifying that no copies of such confidential information have been retained by or on behalf of SUNGARD. SUNGARD shall remain liable for all performance due to CUSTOMER with respect to the period ending on the date of termination.

H. Section 9.5 of Exhibit A: Delete the word "states" and replace it with the phrase "and the Contract for the Provision of Software, Software Licensing and Services to which this AGREEMENT is attached as Exhibit A, states".

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

CONTRACTOR: **SUNGARD AVANTGARD LLC**

By _____
Name

SVP & CFO
Title

**COUNTY OF LOS ANGELES**

By _____
Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer
of the Board of Supervisors

By _____

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

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

By _____
Deputy

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.
County Counsel

By _____
Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

22 NOV 27 2007

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

76392

# EXHIBIT A

## SOFTWARE LICENSING AND SERVICES AGREEMENT

**BETWEEN**

**ADS ASSOCIATES, INC.,**

**d.b.a. SUNGARD TREASURY SYSTEMS**

**("SUNGARD")**

**AND**

**LOS ANGELES COUNTY**
**(a corporate and politic)**

**("CUSTOMER")**

**17 June, 1999**

By the signatures of their duly authorized representatives below, SUNGARD and CUSTOMER, intending to be legally bound, agree to all of the provisions of this AGREEMENT and all Schedules and Addenda to this AGREEMENT.

| SUNGARD | | CUSTOMER | |
|---|---|---|---|
| By: | | By: | P. Price |
| Print Name | Gregory M. Pond | Print Name | P. Price |
| Print Title: | Group CEO | Print Title: | Senior Deputy Purchasing Agent |
| Date | June 30, 1999 | Date | June 24, 1999 |

## 1. LIMITED LICENSE

**1.1. Grant.** SUNGARD grants to CUSTOMER a personal, non-transferable, non-exclusive, limited-scope license to use, in accordance with this AGREEMENT, SUNGARD's proprietary applications software identified on Schedule A to this AGREEMENT ("Software") and the related standard user documentation ("Documentation"), as the Software and Documentation may be modified, revised and updated in accordance with this AGREEMENT.

**1.2. Scope.** CUSTOMER may use the Software and Documentation only in the ordinary course of its business operations and for its own business purposes. CUSTOMER shall use the Software only in accordance with the Documentation. The Software may be installed and used only at CUSTOMER'S location(s) listed on Schedule A to this AGREEMENT ("Designated Location(s)"). CUSTOMER may change a Designated Location by giving prompt written notice thereof to SUNGARD. Access to and use of the Software by CUSTOMER shall be limited to the Number of Servers, Number of Workstations, Platform and Number of Users stated on Schedule A, subject to increase by execution by the parties of additional license order(s). CUSTOMER may use the Software for disaster recovery testing or production purposes provided that CUSTOMER requires its disaster recovery vendor to comply with the provisions of Section 7. CUSTOMER shall be fully liable for any breach of this AGREEMENT by its disaster recovery vendor.

## 2. INSTALLATION AND TRAINING

**2.1. Initial Installation.** SUNGARD shall provide and CUSTOMER shall accept the Minimum Installation Support described on Schedule A. This shall include delivery to CUSTOMER of the Software and Documentation, installation of the Software on or before the Installation Date stated on Schedule A at the Designated Location(s), and assistance with any other implementation or related activities described on Schedule A.

**2.2. Training.** SUNGARD shall provide and CUSTOMER shall accept the Minimum Training described on Schedule A. This shall include basic training in the use of the Software for a number of CUSTOMER's employees listed on Schedule A.

## 3. SUNGARD'S OTHER OBLIGATIONS

**3.1. Ongoing Support Services.** SUNGARD shall provide the following ongoing support services to CUSTOMER:

**3.1.1** SUNGARD shall provide to CUSTOMER, during SUNGARD's normal business hours, telephone assistance regarding CUSTOMER's proper and authorized use of the latest release of the Software that is generally available to SUNGARD's customer base or a version or release of the Software that was provided by SUNGARD to CUSTOMER within the previous twelve (12) months ("CUSTOMER's Latest Release").

**3.1.2** SUNGARD shall provide to CUSTOMER, during SUNGARD's normal business hours, commercially reasonable efforts in solving production-stopping problems that arise in connection with CUSTOMER's proper and authorized use of CUSTOMER's Latest Release or in correcting failures of CUSTOMER's Latest Release to perform in accordance with the Documentation and Exhibit B, Statement of Work. CUSTOMER shall provide to SUNGARD reasonably detailed documentation and explanation, together with underlying data, to substantiate any such problem or failure and to assist SUNGARD in its efforts to diagnose and correct the problem or failure. These support services shall be provided by SUNGARD at CUSTOMER location(s) if and when SUNGARD and CUSTOMER agree that on-site services are necessary to diagnose or resolve the problem.

**3.1.3** SUNGARD shall provide, and CUSTOMER shall accept and promptly install (subject to Section 3.1.1), SUNGARD's periodic modifications, revisions and updates to the Software which SUNGARD, in its sole discretion, incorporates into the Software without additional charge. All modifications, revisions and updates shall be furnished by means of new releases of the Software and shall be accompanied by updates to the Documentation whenever SUNGARD determines, in its sole discretion, that such updates are necessary.

**3.2 New Features.** SUNGARD shall offer to CUSTOMER the opportunity to purchase refinements, improvements and new features to the Software which SUNGARD, in its sole discretion, does not incorporate into the Software without additional charge. In the event CUSTOMER declines to purchase such refinements, improvements, and new features offered under this Section 3.2, SUNGARD's ongoing support services described in Section 3.1 shall continue to be provided in connection with the Latest Release in accordance with the terms and conditions of this Agreement.

## 4. CUSTOMER'S OTHER OBLIGATIONS

**4.1. Procurement of Hardware.** CUSTOMER shall be responsible, at its expense, for procuring and maintaining the computer hardware, systems software and other items which comprise the Specified Configuration described on Schedule B, and for updating the Specified Configuration in accordance with SUNGARD's published updates to Schedule B.

**4.2. Access to Facilities and Employees.** CUSTOMER shall provide to SUNGARD access to the Designated Location(s) and CUSTOMER's equipment and employees, and shall otherwise cooperate with SUNGARD, as reasonably necessary for SUNGARD to perform its installation, training, support and other obligations under this AGREEMENT and CUSTOMER shall provide all other resources reasonably necessary to install the Software and begin using the Software in production on a timely basis as contemplated by this AGREEMENT.

**4.3. Certain Legal Requirements.** With respect to each non-U.S. Designated Location or user of the Software, CUSTOMER shall be responsible, at its expense, for complying with all applicable laws and regulations, including laws and regulations pertaining to (a) exports or imports of software and related property, (b) use or remote use of software and related property, or (c) registration of this AGREEMENT. CUSTOMER shall indemnify and hold harmless SUNGARD (and its affiliates, and the respective directors, officers, employees and agents of SUNGARD and its affiliates) from and against all actions, claims, damages or liabilities (including reasonable attorneys' fees) arising out of any violation by CUSTOMER of any such laws or regulations.

## 5. PAYMENTS

**5.1. Initial License Fee.** CUSTOMER shall pay to SUNGARD an initial license fee in the amount stated on Schedule A, and shall be invoiced by SUNGARD in accordance with the payment terms stated in Section 7 of the Contract.

**5.2. Monthly License Fees.** Beginning on the Installation Date and continuing until termination of this AGREEMENT, CUSTOMER shall pay to SUNGARD monthly license fees in the amount stated on Schedule A. On an annual basis, by giving at least thirty (30) days prior written notice to CUSTOMER, SUNGARD may increase the monthly license fees payable under this AGREEMENT, provided that the annual percentage increase in the monthly license fees shall not exceed the limitation described on Schedule A.

**5.3. Service Fees.** CUSTOMER shall pay to SUNGARD the service fees stated on Schedule A for installation support services under Section 2.1 and training services under Section 2.2.

**5.4. Taxes.** The fees and other amounts payable by CUSTOMER to SUNGARD under this AGREEMENT do not include any taxes of any jurisdiction that may be assessed or imposed upon the copies of the Software and Documentation delivered to CUSTOMER, the license granted under this AGREEMENT or the services provided under this AGREEMENT, or otherwise assessed or imposed in connection with the transactions contemplated by this AGREEMENT, including sales, use, excise, value added, personal property, export, import and withholding taxes, excluding only taxes based upon SUNGARD's net income. CUSTOMER shall directly pay any such taxes assessed against it, and CUSTOMER shall promptly reimburse SUNGARD for any such taxes payable or collectable by SUNGARD.

**5.5. Payment Terms.** Monthly license fees shall be invoiced by SUNGARD quarterly in advance. All other fees and all expense reimbursements shall be invoiced by SUNGARD as and when incurred. All invoices shall be sent to CUSTOMER's address for invoices stated on Schedule A. CUSTOMER's payments shall be due within thirty (30) days after receipt of invoice. Except as provided in Section 6.1.3, all fees and other amounts paid by CUSTOMER under this AGREEMENT are non-refundable.

## 6. WARRANTIES AND LIMITATIONS

**6.1. Right to License; No Infringement.** SUNGARD warrants to CUSTOMER that it has the full legal right to grant to CUSTOMER the license granted under this AGREEMENT, and that the Software and Documentation, in the form delivered to CUSTOMER by SUNGARD and when properly used for the purpose and in the manner specifically authorized by this AGREEMENT, do not infringe in any material respect upon any trade secret or other proprietary right of any person or any United States registered patent or copyright. SUNGARD shall reimburse CUSTOMER for any damages finally awarded against and paid by CUSTOMER to the extent attributable to a violation of the foregoing warranty. SUNGARD shall have no liability under this Section 6.1 unless CUSTOMER gives written notice to SUNGARD (in accordance with Section 29 of the Contract) within ten (10) days after any applicable infringement claim is initiated against CUSTOMER and allows SUNGARD to have sole control of the defense or settlement of the claim. If any applicable infringement claim is initiated, or in SUNGARD's sole opinion is likely to be initiated, then SUNGARD shall have the option, at its expense, to:

**6.1.1.** modify or replace all or the infringing part of the Software or Documentation so that it is no longer infringing, provided that the Software functionality does not change in any material adverse respect; or

6.1.2. procure for CUSTOMER the right to continue using the infringing part of the Software or Documentation; or

6.1.3. remove all or the infringing part of the Software or Documentation, and refund to CUSTOMER the corresponding portion of the initial license fee paid by CUSTOMER to SUNGARD under Section 5.1, less a reasonable rental charge equal to one-sixtieth (1/60) of the initial license fee for each month of use, in which case this AGREEMENT shall terminate with respect to the Software or part thereof removed.

**6.2. Year 2000 Warranty.** SUNGARD warrants that the Software is Year 2000 Compliant in all material respects. Year 2000 Compliant means: (i) that each component of the Software that manipulates and accepts dates in the 20th and 21st centuries will manage and manipulate data involving such dates, (ii) such dates will not cause the Software to abnormally end processing, (iii) the Software will not generate incorrect values with respect to date dependent data resulting from such dates. The foregoing warranty shall not apply (a) if the Software is modified or altered by anyone other than SUNGARD (b) if the operating system, computer hardware elements (including but not limited to micro-code, BIOS and real-time clock), any third party Software, interfaces to third party Software, or any price feeds or other third-party data, cause a failure of the above specified warranty, or (c) to custom Software unless developed by SUNGARD. SUNGARD's sole obligation under this warranty is to use commercially reasonable efforts to correct the Software at no additional cost.

**6.3. Exclusion for Unauthorized Actions.** SUNGARD shall have no liability under any provision of this AGREEMENT with respect to any performance problem, claim of infringement or other matter to the extent attributable to any unauthorized or improper use or modification of the Software, any unauthorized combination of the Software with other software (other than software included in the Specified Configuration), any use of any version of the Software other than CUSTOMER's Latest Release or any breach of this AGREEMENT by CUSTOMER.

**6.4. Force Majeure.** Neither party shall be liable for, nor shall it be considered in breach of this AGREEMENT due to, any failure to perform its obligations under this AGREEMENT (excluding payment obligations) as a result of a cause beyond its control, including any act of God or a public enemy, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or other like event, disruption or outage of communications, power or other utility, labor problem, unavailability of supplies, or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented by the parties with reasonable care.

**6.5. Disclaimer and Exclusions. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, SUNGARD MAKES NO REPRESENTATIONS OR WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE SOFTWARE OR ANY OTHER MATTER PERTAINING TO THIS AGREEMENT.**

**6.6. EXCEPT FOR DAMAGES REIMBURSABLE UNDER SECTION 6.1, SUNGARD'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL UNDER NO CIRCUMSTANCES EXCEED THE INITIAL LICENSE FEE ACTUALLY PAID BY CUSTOMER TO SUNGARD UNDER THIS AGREEMENT. UNDER NO CIRCUMSTANCES SHALL SUNGARD BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR LOST REVENUES, LOST PROFITS, LOSS OF BUSINESS, OR ANY INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY NATURE, WHETHER OR NOT FORESEEABLE.**

**6.7. Other Limitations.** The warranties made by SUNGARD in this AGREEMENT, and the obligations of SUNGARD under this AGREEMENT, run only to CUSTOMER and not to its affiliates, its customers or any other persons. Under no circumstances shall any other person be considered a third party beneficiary of this AGREEMENT or otherwise entitled to any rights or remedies under this AGREEMENT. CUSTOMER shall have no rights or remedies against SUNGARD except as specifically provided in this AGREEMENT.

**7. CONFIDENTIALITY, OWNERSHIP AND RESTRICTIVE COVENANTS**

**7.1 Confidentiality.** All business information disclosed by one party to the other in connection with this AGREEMENT shall be treated as confidential information unless it is or later becomes publicly available through no fault of the other party or it was or later is rightfully developed or obtained by the other party from independent sources free from any duty of confidentiality. Each party's confidential information shall be held in strict confidence by the other party, using the same standard of care as it uses to protect its own confidential information, and shall not be used or disclosed by the other party for any purpose except as necessary to implement or perform this AGREEMENT, or except as required by law provided that the other party is given a reasonable opportunity to obtain a protective order. Without limiting the generality of the foregoing, such confidential information shall include CUSTOMER's data and the details of CUSTOMER's computer operations.

**7.2 SUNGARD's Proprietary Items.** CUSTOMER acknowledges that the Software and Documentation, the object code and the source code for the Software, the visual expressions, screen formats, report formats and other design features of the Software, all ideas, methods, algorithms, formulae and concepts used in developing and/or incorporated into the Software or Documentation, all future modifications, revisions, updates, releases, refinements, improvements and enhancements of the Software or Documentation, all derivative works based upon any of the foregoing, and all copies of the foregoing (referred to, collectively, as "Proprietary Items") are trade secrets and proprietary property of SUNGARD, having great commercial value to SUNGARD. Title to all Proprietary Items and all related patent, copyright, trademark, trade secret, intellectual property and other ownership rights shall remain exclusively with SUNGARD, even with respect to such items that were created by SUNGARD specifically for or on behalf of CUSTOMER. CUSTOMER acknowledges that the restrictions in this AGREEMENT are reasonable and necessary to protect SUNGARD's legitimate business interests.

**7.1 Disclosure Restrictions.** All Proprietary Items in CUSTOMER's possession, whether or not authorized, will be held in strict confidence by CUSTOMER, and CUSTOMER shall take all steps reasonably necessary to preserve the confidentiality thereof. CUSTOMER shall not, directly or indirectly, communicate, publish, display, loan, give or otherwise disclose any Proprietary Item to any person, or permit any person to have access to or possession of any Proprietary Item. CUSTOMER shall limit its use of and access to Proprietary Items to only those of its employees whose responsibilities require such use or access. CUSTOMER shall advise all such employees, before they receive access to or possession of Proprietary Items, of the confidential nature of the Proprietary Items and require them to abide by the terms of this AGREEMENT. CUSTOMER shall be liable for any breach of this AGREEMENT by any of its employees or any other person who obtains access to or possession of any Proprietary Item from or through CUSTOMER

**7.2 Use Restrictions.** Except with the prior written consent of SUNGARD, CUSTOMER will not, nor shall it permit any other Person to, (a) use any Proprietary Item for any purpose or in any manner not specifically authorized by this AGREEMENT, (b) create or recreate, or attempt to create or recreate, the source code for the Software, (c) modify, adapt, translate or create derivative works based upon the Software or Documentation, or combine or merge any part of the Software or Documentation with or into any other software or documentation, (d) refer to or otherwise use any Proprietary Item as part of any effort to develop a program having functional attributes, visual expressions or other features substantially similar to those of the Software, (e) remove, erase or tamper with any copyright or other proprietary notice printed or stamped on, affixed to, or encoded or recorded in any Proprietary Item, (f) sell, market, license, sublicense, distribute or otherwise grant to any person, including any outsourcer, vendor, consultant or partner, any right to use any Proprietary Item; or (g) use the Software to conduct any type of service bureau or time-sharing operation.

**7.3 Audit.** From time to time, but no more than once in a twelve (12) month period, at SUNGARD's expense and by giving reasonable notice, SUNGARD may enter CUSTOMER locations during normal business hours and audit the Number of Servers, Number of Workstations, Number of Users, Platform and information pertaining to CUSTOMER's compliance with Section 7.

**7.4 Enforcement.** Each party acknowledges that any breach of any of the provisions of this Section 7 will result in irreparable injury to the other party for which money damages could not adequately compensate. If there is a breach, then the non-breaching party will be entitled, in addition to all other rights and remedies which it may have at law or in equity, to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all persons involved from continuing the breach. The existence of any claim or cause of action which the breaching party may have against the non-breaching party will not constitute a defense or bar to the enforcement of any of the provisions of this Section 7.

## 8 TERMINATION

**8.1 Termination.** If either party breaches, in any material respect, any of the provisions of 7 or Section 9.3, and does not cure the breach within thirty (30) days after written notice by the other party describing the breach in reasonable detail, in addition to any other rights available to it under law or equity, this AGREEMENT may be terminated by such other party by its giving a written notice of termination to the breaching party. In addition, SUNGARD shall have the right to terminate this AGREEMENT if CUSTOMER fails to pay SUNGARD, within ten (10) business days after SUNGARD makes written demand therefor, any past due amount payable under this AGEEMENT that is not subject to a good faith dispute as to which CUSTOMER has given written notice to SUNGARD.

**8.2 Effect of Termination.** Upon a termination of this AGREEMENT, whether under this Section 8 or otherwise, CUSTOMER shall discontinue all use of the Software and Documentation, CUSTOMER shall promptly return to SUNGARD all copies of the Software, the Documentation and any other Proprietary Items then in CUSTOMER's possession, and CUSTOMER shall give written notice to SUNGARD certifying that all copies of the Software have been permanently deleted from its computers. CUSTOMER shall remain liable for all payments due to SUNGARD with respect to the period ending on the date of termination. The provisions of Sections 5, 6 and 7 (excluding 6.2 ) shall survive any termination of this AGREEMENT, whether under this Section 8 or otherwise.

## 9. OTHER PROVISIONS

**9.1 Publicity.** SUNGARD shall be permitted to publicize the license sale hereunder as long as such publicizing does not infringe the terms of Section 7.1.

**9.2 Defined Terms.** As used in this AGREEMENT, the following terms have the following meanings:

**9.2.1** "affiliate" means, with respect to a specified person, any person which directly or indirectly controls, is controlled by, or is under common control with the specified person as of the date of this AGREEMENT, for as long as such relationship remains in effect.

**9.2.2** "including" means including but not limited to.

**9.2.3** "person" means any individual, sole proprietorship, joint venture, partnership, corporation, company, firm, bank, association, cooperative, trust, estate, government, governmental agency, regulatory authority, or other entity of any nature.

**9.3 Parties in Interest.** This AGREEMENT shall bind, benefit and be enforceable by and against SUNGARD and CUSTOMER and, to the extent permitted hereby, their respective successors and assigns. Neither party shall assign this AGREEMENT or any of its rights hereunder, nor delegate any of its obligations hereunder, without the other party's prior written consent which consent shall not be required in the case of an assignment to a purchaser of or successor to substantially all of such party's business, or to an affiliate of such party provided that the scope of the license granted hereunder does not change and assignor guarantees the obligations of the assignee. Any change in control of either party, and any assignment by merger or otherwise by operation of law, shall constitute an assignment of this AGREEMENT for purposes of this Section 9.3.

**9.4 Relationship.** The relationship between the parties created by this AGREEMENT is that of independent contractors and not partners, joint venturers or agents.

**9.5 Entire Understanding.** This AGREEMENT, which includes and incorporates the Schedules referred to herein, states the entire understanding between the parties with respect to its subject matter, and supersedes all prior proposals, marketing materials, negotiations and other written or oral communications between the parties with respect to the subject matter of this AGREEMENT. Any written, printed or other materials which SUNGARD provides to CUSTOMER that are not included in the Documentation are provided on an "as is" basis, without warranty, and solely as an accommodation to CUSTOMER.

**9.6 Waiver.** No waiver of any breach of this AGREEMENT, shall be effective unless in writing and signed by an authorized representative of the party against whom enforcement is sought. No waiver of any breach of this AGREEMENT, and no course of dealing between the parties, shall be construed as a waiver of any subsequent breach of this AGREEMENT.

**9.7 Jurisdiction and Process.** In any action relating to this AGREEMENT, (a) each of the parties irrevocably consents to the exclusive jurisdiction and venue of the federal and state courts located in the State of California, and (b) the prevailing party shall be entitled to recover its reasonable attorney's fees (including, if applicable, charges for in-house counsel), court costs and other legal expenses from the other party.

# SCHEDULE A

## TO EXHIBIT A SOFTWARE LICENSING AND SERVICES AGREEMENT

## DATED [_____]

**LICENSE ORDER AND PRICING**

| | | |
|---|---|---|
| **CUSTOMER** | : | **Los Angeles County** |
| **DESIGNATED LOCATION(s)** | : | **Office of Treasurer and Tax Collector**<br>**500 West Temple Street, 4th Floor**<br>**Los Angeles, CA 90012**<br><br>**Internal Services Department**<br>**9150 East Imperial Highway**<br>**Downey, CA 90242** |
| **SOFTWARE** | : | **ResourceIQ2**<br>(as described in Attachment 1 to this Schedule A) |
| **DOCUMENTATION** | : | **SunGard's standard Electronic Documentation** |
| **SCOPE OF USE** | | |
| **PLATFORM** | : | **MS-SQL** |
| **NUMBER OF DATABASES** | : | **1 Production, 1 Backup, 1 Test or Development** |
| **NUMBER OF USERS** | : | **10 Concurrent Users** |
| **PERPETUAL LICENSE FEE** | : | **USD 155,090*** |
| **PAYMENT OF PERPETUAL LICENSE FEE** | : | **The Perpetual License Fee is invoiced on the Effective Date and payable in accordance with Section 7.A. of the body of the Contract** |
| **QUARTERLY SUPPORT FEE (ANNUALIZED)** | : | **USD 28,643.52 per year.** |
| **SALES TAX FOR FIRST YEAR** | : | **USD 2,363.09** |
| **INCREASE LIMITATION OF ANNUAL SUPPORT FEE** | : | **For each of years two through seven of the term of the Contract, the lesser of (a) 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 prior 12-month period and (b) the general salary movement granted to County's employees as determined by County's Chief Executive as of each July 1 for the prior 12-month period.** |
| **CUSTOMER ADDRESS FOR INVOICES** | : | **Los Angeles County**<br>**Office of Treasurer and Tax Collector**<br>**Fiscal Services Division**<br>**500 West Temple Street, Room 432**<br>**Los Angeles, CA 90012** |
| **CUSTOMER ADDRESS FOR NOTICES** | : | **Los Angeles County**<br>**Office of Treasurer and Tax Collector**<br>**500 West Temple Street, Room 462**<br>**Los Angeles, CA 90012**<br>**Attn: Mr. Joseph Kelly**<br><br>**With a copy to:**<br>**Office of Treasurer and Tax Collector**<br>**500 West Temple Street, Room 464**<br>**Los Angeles, CA 90012**<br>**Attn: Contracts Section** |

* This amount is the balance of the Perpetual License Fee. USD 59,736 of the Perpetual License Fee was paid under Amendment No. 1, dated as of June 24, 2007, to Contract for Provision of Software, Software Licensing and Services, dated as of June 24, 1999.

| | | |
|---|---|---|
| **INSTALLATION DATE:** | **:** | **The software is already installed** |
| **PROFESSIONAL SERVICES DOLLARS** | **:** | **USD 140,000** |
| **STANDARD PROFESSIONAL SERVICES FEES IN EFFECT ON DATE OF AGREEMENT (GUARANTEED FOR FIRST 10 PROFESSIONAL SERVICES DAYS USED IN FIRST 12 MONTHS OF TERM)** | **:** | **$2,000 / day ($250/hour)** |
| **INCREASE LIMITATION OF STANDARD PROFESSIONAL SERVICE FEES:** | | **The lesser of (a) 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 prior 12-month period and (b) the general salary movement granted to County's employees as determined by County's Chief Executive as of each July 1 for the prior 12-month period.** |
| **NORMAL BUSINESS HOURS** | **:** | 7 AM to 7 PM Central Time<br>(Monday through Friday excluding SunGard holidays, advance notice shall be provided on an annual basis) |
| **OTHER TERMS** | **:** | NONE |

# ATTACHMENT 1 TO SCHEDULE A

## SOFTWARE DESCRIPTION: ResourceIQ2 for MS-SQL Server Database

### Cash Management Module

5 Bank Polling Scripts
5 Bank Parsing Scripts
**Pending Transaction Sub-Module**
**Electronic Funds Transfer (EFT) Sub-Module**
1 Repetitive Wire Service
1 Non-Repetitive Wire Service
1 Repetitive ACH Service

### Cash Management Options

Bank & Ledger (if applicable) Archive
Pending Transaction Replacement Capability
Bank Relationship
Weiland BRM Interface

### EFT Options

Bank File Interface

### Investment Module - Advanced Configuration

Earnings Report
Yield Calculator
Straight Line Amortization
Manual Mark to Market
Constant Yield Amortization
Delayed Payments
Maturity Distribution Reports
Historical Position Reports
Tax-Equivalent Yield Calculations
Interface to Pending Sub-Module

### Investment Options

Automated Securities Upload from 3rd Party System (initial opening positions only)
Automated Variable Rate Update
Automated Market Pricing Update
Equities Handling
Repo / Collateral Tracking
Policy Limits Tracking Reports (2 Reports)
Custom Performance Report
Asset Backed Securities
3rd Party Interface for Issuer Ratings
Scheduled Payments

### Custom Reports and Configuration

Add 180 day bucket to Standard Maturity Distribution Report
Investment Holdings: Position by Security Type w/ Historical Cost
Performance Report: Portfolio Cost & Effective Yield (by day)

### Core System Options

**User Access**
Simultaneous User Access for 10 Concurrent Users
**Database Options**
ResourceIQ2 for MS-SQL Server
Investment Database Archive Sub-Module

### System Features

Batch (Macro) Processing
Third Party Reporting Capability

### Security Options

Single System Administrator

**SCHEDULE B**
**TO EXHIBIT A - SOFTWARE LICENSING AND SERVICES AGREEMENT**
**HARDWARE AND SOFTWARE REQUIREMENTS**

**Note:** Use of the system with Oracle or MS SQL databases requires the appropriate client-side database driver software be installed. See the system Installation Guide for information.

| AvantGard ResIQ | | | |
|---|---|---|---|
| | | **Minimum** | **Recommended** |
| **Client** | **Processor**<br>**Memory**<br>**Hard Drive**<br>**CD ROM**<br>**Floppy Disk**<br>**Monitor**<br>**Modem**<br>**Other** | 500 MHz Celeron<br>128 MB Ram<br>500 MB (available space)<br>4X<br>1.44 MB (3.5')<br>15" SVGA<br>Windows Modem 28.8K<br>Mouse & Keyboard | 1 GHz Pentium III or better<br>512 MB Ram<br>1 GB (available space)<br>32X<br>1.44 MB (3.5')<br>17" SVGA<br>Windows Compatible 56K<br>Mouse & Keyboard |
| | **Operating System** | Windows 2000 Pro SP4,<br>Windows XP SP2 | Windows 2000 Pro SP4,<br>Windows XP SP2 |
| **Server** | **Processor**<br>**Memory**<br>**Hard Drive (size)**<br>**Hard Drive (data)**<br>**CD ROM**<br>**Floppy Disk**<br>**Monitor**<br>**Other** | 600 MHz Pentium II<br>512 MB<br>20 GB IDE<br>1 GB (available space)<br>4X<br>3.5" Floppy Drive<br>15" SVGA<br>Mouse & Keyboard<br>MS SQL Server 7 or 2000<br>Oracle 8.0X – 9.0.X | 800 MHz Pentium III or more<br>1GB<br>40 GB Fast SCSI<br>1 GB (available space)<br>32X<br>3.5" Floppy Drive<br>17" SVGA<br>Mouse & Keyboard<br>MS SQL Server 7, 2000 or 2005<br>Oracle 8.0X – 9.0.X |
| | **Operating System** | Windows 2000 SP4 | Windows 2003 SP1 |
| **Web Server**<br>**eTreasury** | **Processor** | Pentium III 500MHz+ processor<br>256 MB+ RAM<br>2 GB (Available) hard disk space, High Performance Drive<br>CD ROM 8x+ | Dual Pentium 1 G or better<br>2GB MB RAM or better<br>9G High Performance Hard Drive<br>Mirrored System Disks<br>Mirrored Log Disks<br>100MB/1G NICs |
| | **Operating System** | Microsoft Windows 2000 or 2003 Server with Service Pack 1+<br>Microsoft Internet Explorer 6.0+ with Service Pack<br>Microsoft Internet Info Server (IIS) 6.0+ run in IIS 5 isolation mode<br>Crystal Reports 8.0, 8.5 or XI Developer (includes ActiveX controls) | |

**Notes:**

1. Server specifications are for Windows 2000 or Novell operating systems. Talk to your DBA for UNIX configurations. Hardware requirements also depend on data volume, data mirroring, transaction logs, backups, etc.
2. For eTreasury Crystal Reports if you require an excess of five concurrent users you will need to purchase additional licenses in packs. The packs are provided in quantities of 10 concurrent users or 10 named users. See 'Crystal Decisions' web site (http://www.businessobjects.com/) for more information.

# EXHIBIT B

## SUNGARD SUPPORT PROCEDURES

**Ongoing Support Services.** Subject to SUNGARD's Ongoing Support Obligation under Section 3 of the Software Licensing and Services Agreement dated [_____], SUNGARD shall provide the following ongoing support services to CUSTOMER:

SUNGARD shall have an appropriate number of Product Specialists (based on reasonably expected call volume) available to handle support requests from SunGard's customer base. Support coverage is scheduled during Normal Business Hours (9:00am to 6:30 pm Pacific Time, Monday through Friday (excluding SunGard holidays, of which advance notice shall be provided on an annual basis)). During the implementation phase, the CUSTOMER will be assigned a primary Product Specialist.

SUNGARD may receive support tasks from a number of sources: telephone, fax, and e-mail. Each is handled as indicated below.

All questions, problems, inquiries received will automatically be entered into the SUNGARD Treasury Active Response System (STARS) and assigned a unique call tracking number. This call tracking number will be communicated to the CUSTOMER and will be used as a reference in all future communications between SUNGARD and the CUSTOMER.

**Telephone**
CUSTOMERS needing support can contact their assigned Specialist via telephone to indicate a support call. If CUSTOMER's primary Product Specialist is not available, the client will be given the opportunity to speak to an available Product Specialist or leave a voicemail message. All support requests are entered into STARS.

**E-mail and FAX**
Product Specialists receiving a support request by e-mail or fax will open a call in STARS using the information supplied in the e-mail or fax. CUSTOMER will be notified by e-mail (if e-mail address supplied) of the unique call reference number. Support personnel will begin working on the issues from the information supplied and will contact the CUSTOMER for any additional information that may be needed.

**Call processing procedure**
Calls will be logged into STARS once they are received. The call is then assigned an initial priority determined by CUSTOMER's reasonable description of the problem – see Priority definitions below. CUSTOMER agrees to provide reasonable documentation and information related to the reported problem at the time of the report to permit SUNGARD to diagnosis of the problem.

**Priority Assignments:**
- Priority 0 Not assigned
- Priority 1 Query or potential enhancement
- Priority 2 An individuals' usage is slightly affected
- Priority 3 An individuals' usage is severely affected.
- Priority 4 Usage across the entire site is slightly affected
- Priority 5 Usage across the entire site is severely affected
- Priority 6 Production usage is halted

**Response Times and Escalation:**
SUNGARD shall use commercially reasonable efforts to respond to Customer's initial report through off-site telephone consultation, assistance and advice. CUSTOMER shall have the right to request on-site support for severe outages. All response times are calculated from the time that a CUSTOMER problem reported is entered into STARS.

Calls of a Priority 2 will be responded to within one hour during Normal Business Hours and the Product Specialist will begin work within 8 hours.

Calls of a high priority (3, 4 or 5) will be responded to within one hour during Normal Business Hours and the Product Specialist will immediately begin work on the issue. Those calls that cannot be solved by a first line support consultant will be escalated to senior support staff and given an escalation designation within one

business day.  Calls of a high priority (3, 4 or 5) that cannot be resolved by the support department will be escalated to the Development/QA group within six business days.

Calls at Priority 6 will be responded to within one hour during Normal Business Hours and the issue will be immediately assigned to a support team consisting of senior support staff, Development and QA personnel.  The team will immediately start work on resolving the issue.  SUNGARD personnel shall be dedicated to resolving the issues until an acceptable work-around or correction is supplied or until it is determined between SUNGARD and CUSTOMER that a work-around or correction cannot be produced.  A SUNGARD representative shall keep CUSTOMER regularly informed of the call status.

**CUSTOMER'S OBLIGATIONS REGARDING SUPPORT**

Customer shall ensure that employees who use the SOFTWARE and request support have been properly trained in the use of the SOFTWARE and have a skill set (including reasonable technical and financial background) that is appropriate for work with SOFTWARE.

Customer will nominate one user and alternate who will be the main technical contacts for SUNGARD. The contacts will be responsible for assigning the priority of open issues with the Product Specialist.

# CONTRACTOR'S EEO CERTIFICATION

Sungard Avantgard LLC
Contractor Name

23586 Calabasas Road, Suite 200, Calabasas, CA 91302
Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

## 2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

## 2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. “Contractor” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.

C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

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

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

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

## 2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

## 2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

## 2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

## 2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

## 2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

## 2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

# SAFELY SURRENDERED BABY LAW

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

www.babysafela.org

# No shame.
# No blame.
# No names.

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

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

**State of California**
Gray Davis, Governor

**Health and Human Services Agency**
Grantland Johnson, Secretary

**Department of Social Services**
Rita Saenz, Director

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

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

### What is the Safely Surrendered Baby Law?

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

### How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

### What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

### Can only a parent bring in the baby?

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

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

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

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

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

### What happens to the baby?

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

### What happens to the parent?

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

### Why is California doing this?

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

### A baby's story

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

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

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

# Sin pena.
# Sin culpa.
# Sin peligro.

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

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

**Estado de California**
Gray Davis, Gobernador

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

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

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

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

### ¿Qué es la Ley de Entrega de Bebés Sin Peligro?

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

### ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

### ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

### ¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

### ¿Los padres deben llamar antes de llevar al bebé?

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

### ¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

### ¿Qué ocurrirá con el bebé?

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

### ¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

### ¿Por qué California hace esto?

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

### Historia de un bebé

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

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

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