COUNTY OF LOS ANGELES
REGISTRAR-RECORDER/COUNTY CLERK
12400 Imperial Highway – P.O. Box 1024, Norwalk, California 90651-1024 – www.lavote.net

DEAN C. LOGAN
Registrar-Recorder/County Clerk

September 9, 2008

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

Dear Supervisors:

REQUEST TO APPROVE AN AGREEMENT WITH LR COMPUTERS FOR MAINTENANCE AND SUPPORT SERVICES TO ELECTION BALLOT CARD READERS (All DISTRICTS - 3 Votes)

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

SUBJECT

Request Board approval of a competitively bid contract to provide maintenance and support services to the Department of the Registrar-Recorder/County Clerk ("RR/CC") election ballot card readers. The card readers are a critical part of the County's election tally system. Optimum performance is vital to the accuracy of election results.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair to sign the attached Agreement ("Agreement") with LR Computers ("LRC") for maintenance and support services to the election ballot card readers. The Agreement will commence October 1, 2008, for two years with five (5) one-year and six (6) month-to-month optional extensions. The contract sum for the term of the Agreement, including option periods if exercised, is $460,000. The Agreement also includes the option to increase the contract sum up to $598,000 as necessary for card reader enhancements or modifications required by the Secretary of State. The cost of the Agreement will be included in the RR/CC's operating budget. Funding for the first year of the Agreement is $51,000 and is included in the FY 2008-09 Adopted Budget. Funding for future fiscal years will be included in the Department's budget requests.

2. Delegate authority to Registrar-Recorder/County Clerk or designee to prepare and execute amendments to extend the Agreement up to five (5) one-year and six (6) one-month options.

3. Delegate authority to Registrar-Recorder/County Clerk or designee to prepare and execute amendments to the Agreement, as necessary, to ensure services and enhancements to the card readers, with County Counsel's prior approval.

4. Delegate authority to the Registrar-Recorder/County Clerk or designee to increase the contract sum up to 30%, for customization or modifications that may be required of the forty (40) election ballot card readers to comply with any changes to the current voting system or as may be required by the California Secretary of State. If exercised, the maximum contract sum of the Agreement would not exceed $598,000 for the term of the Agreement including the options, if exercised.

5. Delegate authority to the Registrar-Recorder/County Clerk or designee to prepare and execute amendments to the Agreement to incorporate or change any contracting provisions required by the Board of Supervisors or Chief Executive Officer.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

In 1997, the RR/CC purchased forty (40) ballot card readers under a Purchase Order. Maintenance and support services were also purchased through a Purchase Order from 1998 through June 20, 2002. When the cost of the service component reached the Purchasing Agent's threshold of $100,000, the RR/CC requested Board approval of a sole source maintenance Agreement with LRC, which was adopted by your Board on July 1, 2002. This Agreement will expire September 30, 2008.

The purpose of this recommendation is to continue uninterrupted maintenance and support services for RR/CC's election ballot card readers. The Agreement will provide preventive maintenance, cleaning and calibrating of the card readers on a regular basis to ensure the timing function is precise and on-site Election Day support. During major elections, the RR/CC may tally up to two million ballots on Election Night. The card readers are an extremely critical part of the election tally process.

Implementation of Strategic Plan Goals:

This request supports the County strategic Plan as follows:

Goal No. 1: Service Excellence: Provide the public easy access to quality information and services that are both beneficial and responsive. The card readers will provide RR/CC with the information needed to provide the public with timely and accurate election tally results.

Goal No. 2: Workforce Excellence: Enhance the quality and productivity of the County workforce. The maintenance and support services provided by the Agreement will ensure the card readers are operating properly, minimize down time and manual tasks performed by RR/CC staff.

Goal No. 3: Organizational Effectiveness: Ensure that service delivery systems are efficient, effective, and goal-oriented. The optimal performance of the card readers will provide accurate and timely election results.

FISCAL IMPACT/FINANCING:

The contract sum for the term of the Agreement, including option periods if exercised is $460,000 and if service enhancements options are exercised, pursuant to Board delegated authority, the maximum contract sum for the term of the Agreement including option periods will not exceed $598,000. The cost of the Agreement will be included in the RR/CC's operating budget. Funding for the first year of the Agreement is $51,000 and is included in the FY 2008-09 Adopted Budget. Funding for future fiscal years will be included in the RR/CC's budget requests.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The proposed Agreement will commence October 1, 2008, or upon Board approval, whichever is later, and run consecutively for a period of two years unless sooner extended or terminated in whole or in part, with five (5) one-year and six (6) one-month extension options, for an aggregate term of seven years and six months.

Your Board is authorized to approve this Agreement pursuant to Governmental Code 31000. The Agreement contains Board required contract provisions including those pertaining to consideration of qualified County employees targeted for layoff as well as qualified GAIN/GROW participants for employment openings, and compliance with Jury Duty Ordinance, Safely Surrender Baby Law and the Child Support Program.

The Chief Executive Office and Chief Information Office have reviewed and approved this Board letter. County Counsel has reviewed this Board letter and approved as to form the attached Agreement.

CONTRACTING PROCESS:

On March 27, 2008, the RR/CC released a Request for Proposal ("RFP") for maintenance and support services for election ballot card readers. A notice was sent to approximately 21 service providers registered with the Internal Services Department, providing like services. Advertisements were published in five local newspapers on two dates and the solicitation information was also posted on the County's website (Attachment I) as required by Board Order.

The RR/CC held a Bidder's Conference on April 15, 2008 with two prospective Proposers in attendance. RR/CC staff went over the RFP requirements, proposal evaluation and selection criteria, and reviewed the terms and conditions of the sample agreement. Proposals were due May 1, 2008. Only LRC submitted a proposal. An evaluation committee, consisting of RR/CC Technical and Contract staff, evaluated the Proposer's qualifications; approach to providing the required services; quality control and cost. The evaluation committee, acting in concert, found that LRC possesses the experience and expertise to meet the contract requirements and recommended LRC for contract negotiations. On final analysis and consideration of award, LRC was selected without regard to race, creed or color. During contract negotiations, LRC accepted all County contracting provisions without any changes.

The Department has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended Agreement.

IMPACT ON CURRENT SERVICES:

Approval of the recommended action will provide uninterrupted maintenance and support services to the highly specialized card readers.

CONCLUSION

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

County of Los Angeles
Registrar-Recorder/County Clerk
12400 Imperial Highway, Room 7201
Norwalk, CA 90650
Attention: Ngozi Ume, Manager
Finance and Management Division

Respectfully submitted,

Dean C. Logan
Registrar-Recorder/County Clerk

Reviewed by:

Richard Sanchez
Acting Chief Information Officer

DCL:NU:RL:yt

Attachment (2)

c: County Counsel
CIO

ATTACHMENT I

CIO ANALYSIS

AGREEMENT WITH LR COMPUTERS FOR MAINTENANCE AND SUPPORT SERVICES OF ELECTION BALLOT CARD READERS

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** 5.5

Contract Components:

☐ **Software** ☒ **Hardware** ☐ **Telecommunications**
☐ **Professional Services**

Project Executive Sponsor: Dean C. Logan, Registrar-Recorder/County Clerk

Budget Information :

Y-T-D Contract Expenditures	$ 0
Requested Contract Amount	$ 598,000
Aggregate Contract Amount	$ 598,000

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:

The Registrar-Recorder/County Clerk (RR/CC) is requesting Board approval of a proposed Agreement with LR Computers for maintenance and support services of Election Ballot Card Readers. The Agreement is for two years with five one-year and six month-to-month optional extensions with a maximum contract sum of $460,000. The RR/CC is also requesting authorization to increase contract sum up to 30% for modifications required to ballot card readers to comply with changes to current voting system or as may be required by the California Secretary of State. If this option is exercised, it will increase the maximum contract sum to $598,000.

Background:

For countywide elections, the RR/CC may tally up to two (2) million ballots, depending on the turnout. The RR/CC utilizes up to 40 card readers to centrally tally this volume of ballot cards on election night. These card readers have a targeted processing rate of 1,000 cards per minute. The optimum performance of card readers is vital to the accuracy of election results.

On July 1, 2002, the Board approved a sole source Agreement with LR Computers for maintenance and support services of the RR/CC card readers. This Agreement is scheduled to expire on September 30, 2008. In anticipation of this expiration, the RR/CC conducted a Request for Proposals (RFP) solicitation process that evaluated and determined LR Computers as the winning vendor. LR Computers has agreed to all of the County's terms and conditions.

Project Justification/Benefits:

The key benefit of this contract will be to provide uninterrupted maintenance and support services to these card readers. The contract will provide preventive maintenance, cleaning and calibrating of the card readers on a regular basis to ensure the timing function is precise. The contract will also provide for on-site Election Day support.

Project Metrics:

The key metric regarding the accuracy of the card readers is when each card reader experiences no more than one read or pick error in every 1,000 ballot cards, and consistently passes pre-tabulation and post tabulation logic and accuracy testing and post-election manual tally audits.

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

Approval of the contract will ensure uninterrupted service and maintenance to these ballot card readers, which are a critical part of the County's election process.

Alternatives Considered:

Only one vendor submitted a proposal in response to the RFP, consequently only one vendor was considered.

Project Risks:

The only risk identified is the failure or malfunction of the election ballot card readers.

Risk Mitigation Measures:

The RR/CC has put in place the following risk mitigation measures:

- Inspection of ballots prior to the distribution and use at the polls and prior to tabulation;
- Inclusion of full service coverage services on all card readers (parts, labor, analysis and solution of all hardware, firmware problems and replacement of all worn or broken parts due to normal operations of the card readers);
- Pre-tabulation and post tabulation logic and accuracy testing;
- Post election manual tally audits;
- Special support arrangements during critical election periods; and
- Specific response time requirements according to the severity level of the problem.

Financial Analysis:

The contract sum is $460,000, and is included in the RR/CC's operating budget. As discussed earlier, if service enhancements are exercised, pursuant to Board delegated authority, the maximum contract sum for the term of the Agreement, including option periods, will not exceed $598,000.

CIO Concerns:

None.

CIO Recommendations:

Based on our review of the Board Letter, the RFP Statement of Work, and discussions with the Department, we recommend your Board's approval of the recommended actions.

CIO APPROVAL

Date Received: July 17, 2008

Prepared by: Henry Balta

Date: July 31, 2008

Approved: [signature]

Date: 8/12/2008

Bid Detail Information

Bid Number : 07-007
Bid Title : Election Ballot Card Readers Maintenance and Support Services
Bid Type : Service
Department : Registrar-Recorder
Commodity : ELECTION EQUIPMENT AND SUPPLIES
Open Date : 3/27/2008
Closing Date : 5/1/2008 5:00 PM
Bid Amount : N/A
Bid Download : Available
Bid Description : The County of Los Angeles Department of the Registrar-Recorder/County Clerk (RR/CC) is issuing this Request for Proposal (RFP) to solicit proposals from qualified vendors to provide the RR/CC with maintenance and support services to its 40 election ballot card readers. A proposers' conference will be held on April 15, 2008, 10:30 a.m. Pacific Daylight Time (PDT) at RR/CC headquarters, 12400 Imperial Highway, Technical Conference Room 6014 – 6th Floor, Norwalk, CA 90650. Questions to be addressed at the proposers' conference are due Thursday, April 10, 2008 by 3:00 p.m. PDT. Please submit questions and/or confirm your attendance at the proposers' conference by fax or email to: Yvonne Troncoso, Contract Analyst, Fax Number: (562) 863-8407; Email: ytroncoso@rrcc.lacounty.gov. If you have any problems downloading the RFP or any of its attachments (if any), please contact Ms Troncoso at (562) 462-2907. Any other questions must be addressed at the proposers' conference. Proposals are due on Thursday, May 1, 2008 by 5:00 p.m., PDT.
Amendment Date : 4/16/2008 Addendum No. 1
Download Available Addendum No. 1 PDF 94.76 K AddendumNo1.pdf
Contact Name : Yvonne Troncoso
Contact Phone# : (562) 462-2907
Contact Email : ytroncoso@rrcc.lacounty.gov
Last Changed On : 3/27/2008 8:15:20 AM

Back to Last Window

~~Exhibit K~~

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

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

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: LRC

COUNTY VENDOR NUMBER: _____

- ☐ As a Local SBE, certified by the County of Los Angeles Office of Affirmative Action Compliance, I request this proposal/bid be considered for the Local SBE Preference.
- ☐ Attached is my Local SBE Certification letter issued by the County

II. FIRM/ORGANIZATION INFORMATION:

The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

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

Total Number of Employees (including owners): 4

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

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander	1					
American Indian						
Filipino						
White				1	2	

III. PERCENTAGE OF OWNERSHIP IN FIRM:

Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	100 %	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:

If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

V. DECLARATION:

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

Print Authorized Name	Authorized Signature	Title	Date
PETER LINN	[signature]	Owner	6/7/08

BIDDERS LIST

ALLBAY DISTRIBUTORS
468 N. Camden Dr. #250
Beverly Hills, CA 90210

AUTOMATED BARCODE SYSTEMS
120 SOUTH MAIN STREET SUITE A
MILFORD, MI 48381

Avante Intl Technology, Inc.
70 Washington Road
Princeton Junction, NJ 08550-1012

California Tab Company
9905 Painter Avenue, Ste. L&M
Whittier, CA 90605

California Sportsman Equip Inc.
PO Box 781
Salida, CA, 95368-0781

DANHEW ENTERPRISES, INC
22108 S. Vermont Ave., Ste. 108
Torrance, CA, 90502-2158

ELECTION DATA DIRECT, INC.
PO Box 302021
Escondido, CA, 92030-2021

Election Systemsesams Esams
6012 Glen Abbey Drive
Richmond, VA, 23059

Election Systems & Software Inc.
11208 John Galt Boulevard
Omaha, NE 68137

Electron Microscopy Sciences
1560 Industry Road
Hatfield, PA, 19440

Ferey International, Inc.
8150 Leesburg Pike, Ste. 512
Vienna, VA, 22182-2714

HART INTERCIVIC
PO Box 80649
Austin, TX 78708

IFES, INC.
1101 15TH Street, NW, Third Fl.
Washington, DC 20005

INCLUSION SOLUTIONS
6909 N. Western Avenue
Chicago, IL 60645

INDRA SYSTEMS, INC
6969 University Blvd.
Winter Park, FL, 32792

LR COMPUTERS
102 West El Portal
San Clemente, CA 92672

Montgomery County Maryland
PO Box 4333
Board Of Elections
Rockville, MD, 20849

PREMIER ELECTION SOLUTIONS
1611 Wilmeth Road
McKinney, TX, 75069

SEQUOIA VOTING SYSTEMS
7677 Oakport Street, Ste. 800
Oakland, CA 94621

TRI WAVE, LLC
5680 Hyw 6 #175
Missouri City, TX 77459

VENKAP HOLDINGS, INC.
1211 Paseo Dorado
San Dimas, CA 91773

ATTACHMENT II

AGREEMENT

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

LR COMPUTERS

FOR

ELECTION BALLOT CARD READERS MAINTENANCE AND SUPPORT SERVICES

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AGREEMENT BETWEEN
COUNTY OF LOS ANGELES
AND
LR COMPUTERS
FOR
ELECTION BALLOT CARD READERS
MAINTENANCE AND SUPPORT SERVICES

This Agreement ("Agreement") and Exhibits are made and entered into this 9th day of SEPTEMBER, 2008 by and between the County of Los Angeles ("County"), and LR Computers ("Contractor"), located at 102 W. El Portal, San Clemente, CA 92672. County and Contractor are sometimes hereinafter referred to collectively as the "Parties" and each individually as a "Party".

RECITALS

WHEREAS, the County's Department of the Registrar-Recorder/County Clerk ("RR/CC") requires on-going preventative maintenance, repairs and support services (the "Services") to its Election Ballot Card Readers;

WHEREAS, the Contractor is a private firm specializing in providing Services to Election Ballot Card Readers; and

WHEREAS, this Agreement is authorized pursuant to California Government Code Section 31000.

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

1.0 AGREEMENT AND INTERPRETATION

1.1 Agreement

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

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20 of SEP 9 2008

1.2 Interpretation

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

1.2.1 EXHIBIT A - Statement of Work
1.2.2 EXHIBIT B - Pricing Schedule
1.2.3 EXHIBIT C - Contractor's EEO Certification
1.2.4 EXHIBIT D - County's Administration
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1.2.10 EXHIBIT I - Notice to Employee Regarding the Federal Earned Income Credit (IRS Notice 1015)
1.2.11 EXHIBIT J - Invoice Discrepancy Report
1.2.12 EXHIBIT K - Community Business Enterprise (CBE) Form
1.2.13 EXHIBIT L – Required Forms
1.2.14 EXHIBIT M – Service Request Form

1.3 Construction

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

1.4 Definitions

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

1.4.1 “Anniversary Date” as used herein means the date this Agreement became effective set forth in Section 5.1 (Term) of this Agreement.

1.4.2 “Agreement” as used herein has the same meaning set forth in Section 1.1 (Agreement) of this Agreement.

1.4.3 “Board” as used herein means the Los Angeles County Board of Supervisors.

1.4.4 “CEO” as used herein shall mean the County’s Chief Executive Officer.

1.4.5 “Contract or Agreement” are used interchangeably herein and shall have the meaning set forth in Section 1.1 (Agreement) of this Agreement.

1.4.6 “Contract Sum” as used herein shall have the meaning set forth in Section 7.0 (Contract Sum) of this Agreement.

1.4.7 “Contractor” as used herein has the meaning set forth in the Recitals.

1.4.8 “Contractor’s Project Director” as used herein shall have the same meaning set forth in Section 3.1 of this Agreement.

1.4.9 “Contractor’s Project Manager” as used herein shall have the same meaning set forth in Section 3.2 of this Agreement.

1.4.10 “County” as used herein shall have the same meaning is as set forth in the preamble.

1.4.11 “County Budget” as used herein shall mean Fiscal Year spending authority as approved by the Board.

1.4.12 “County’s Project Director” as used herein shall have the same meaning set forth in Section 2.1 of this Agreement.

1.4.13 “County’s Project Manager” as used herein shall have the same meaning set forth in Section 2.2 of this Agreement.

1.4.14 “Critical” denotes any Equipment malfunction or situation that impedes, restricts, or otherwise negatively affects County ballot card processing operations whether on election night or for election simulation testing.

1.4.15 “Critical Election Periods” as used herein shall mean required onsite support periods set in Subtask 1.5 Onsite Support Availability of the Statement of Work.

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

1.4.17 “Deliverable” as used herein shall mean a service, product, or goods to be provided by Contractor to County under this Agreement and identified as a numbered Deliverable in the Statement of Work (SOW).

1.4.18. “Department of the Registrar-Recorder/County Clerk” or “RR/CC” as used herein shall have the meaning set forth in the Recitals.

1.4.19 “Effective Date” as used herein shall have the same meaning set forth in Section 5.1 (Term) of this Agreement.

1.4.20 “Election” as used herein means any federal, state or local election conducted by County.

1.4.21 “Employee” as used herein means an individual who works for an employer, is listed on the employer’s payroll records, and is under the employer’s control.

1.4.22 “Employer” as used herein is a person who employs an individual for wages or salary, lists the individual on the person’s payroll records, and withholds legally required deductions and contributions.

1.4.23 “Equipment” as used herein means the total complement of individual machines and/or units of hardware, not excluding control components integrated therein, which may be in the form of software and/or firmware.

1.4.24 “Federal” as used herein shall mean the United States Federal government.

1.4.25 “Fiscal Year” as used herein means the twelve (12) month period beginning July 1st and ending the following June 30th.

1.4.26 “Hardware” as used herein means any piece or group of pieces of Equipment.

1.4.27 “Invoice Discrepancy Report” or “IDR” as used herein shall have the same meaning set forth in the Statement of Work of this Agreement.

1.4.28 “Micro Computer Tally System” as used herein shall mean the County’s existing tabulation system.

1.4.29 “Other Professional Services” as used herein shall have the same meaning as set forth in Section 8.2 (Other Professional Services).

1.4.30 “Preventative Maintenance” as used herein shall mean scheduled maintenance performed on particular Equipment by Contractor at the intervals specified by the Equipment County.

1.4.31 “Registrar-Recorder/County Clerk” as used herein shall mean the Director of the Department of the Registrar-Recorder/County Clerk.

1.4.32 “Response Time” as used herein shall mean the elapsed time between Contractor’s receipt of County’s service request and the time Contractor’s qualified employee arrives onsite and begins to perform requested service on Equipment.

1.4.33 “Service” as used herein shall mean the maintenance and support services described in the Statement of Work.

1.4.34 “Service Call” as used herein shall mean County’s request for Services.

1.4.35 “Service Credits” as used herein shall mean fees/penalties due to County for Contractor’s failure to perform the Work required under the Agreement in a timely manner.

1.4.36 “State” as used herein shall mean the State of California.

1.4.37 “Statement of Work” or “SOW” as used herein means the Statement of Work attached as Exhibit B (Statement of Work) to this Agreement.

1.4.38 “Term” as used herein shall have the meaning set forth in Section 5.0 (Term).

1.4.39 “Work” means any and all tasks, subtasks, deliverables, goods, and other services performed by Contractor in order

to deliver to County the work required pursuant to this Agreement, including the Statement of Work and all the Exhibits and any amendments hereto and thereto.

2.0 ADMINISTRATION OF AGREEMENT - COUNTY

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

2.1 County's Project Director

Responsibilities of the County's Project Director include:

2.1.1 Ensuring that the objectives of this Agreement are met; and

2.1.2 Making changes in the terms and conditions of this Agreement in accordance with Section 6.0 (Amendments); and

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

2.2 County's Project Manager

Responsibilities of the County's Project Manager include:

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

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

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

2.2.4 The County's Project Manager is responsible for overseeing the day-to-day administration of this Agreement.

2.3 County's Personnel

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

3.0 ADMINISTRATION OF AGREEMENT - CONTRACTOR

3.1 Contractor's Project Director

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

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

3.2 Contractor's Project Manager

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

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

3.3 Approval of Contractor's Staff

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

3.3.2 Contractor shall endeavor to assure continuity during the

Term of this Agreement Contractor personnel performing key functions under this Agreement, together with Contractor Project Director and Contractor Project Manager, shall constitute and shall be referred to hereinafter as the Contractor's "Key Personnel." Contractor shall promptly replace any Key Personnel vacancies with personnel having qualifications at least equivalent to those being replaced.

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

3.3.4 In the event Contractor should need to remove any Contractor Key Personnel from performing Work under this Agreement, Contractor shall provide notice as promptly as possible thereafter, and shall Work with County on a mutually agreeable transition plan as to ensure project continuity.

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

3.4 Background and Security Investigations

3.4.1 At any time prior to or during the Term of this Agreement, the County may require that any/all Contractor's staff performing work under this Agreement undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Agreement. County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. 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.

3.4.2 County may request that the Contractor's staff be immediately removed from working on the County Agreement at any time during the Term of this Agreement. County will not provide to the Contractor nor to the Contractor's staff any information obtained through the County conducted background clearance.

3.4.3 County may immediately, at the sole discretion of the County, 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.

3.4.4 Disqualification, if any, of the Contractor's staff, pursuant to this Section 3.4, shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

3.5 Confidentiality

3.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

3.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Section 3.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section 3.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall

have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

3.5.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Agreement.

3.5.4 The Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement, Confidentiality and Copyright Assignment Agreement", Exhibit F1.

3.5.5 The Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment, Confidentiality and Copyright Assignment Agreement", Exhibit F2.

4.0 WORK

4.1 Pursuant to the provisions of this Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.

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

4.3 Contractor shall provide and bear the cost of (i) parts consumed through normal wear and tear; and (ii) the labor required to maintain Equipment in accordance with the services stated in Exhibit A (SOW). Contractor's Project Director shall specify replacement parts as necessary, as solely determined by County's Project Manager. All parts shall be furnished on an exchange basis. All parts removed from Equipment as part of an exchange become the property of Contractor.

4.4 Equipment

4.4.1 Contractor warrants that it will maintain Equipment with new parts meeting all specifications and performance standards. In the event spare parts are utilized, such parts shall be of equal or better quality and reliability as the parts being replaced. No used parts shall be utilized.

5.0 TERM

5.1 The term of this Agreement shall be effective October 1, 2008 or upon approval by County's Board of Supervisors, which ever is later, and run consecutively for two (2) years ("Initial Term"), unless sooner terminated or extended, in whole or in part, as provided in this Agreement.

5.2 The County shall have the sole option to extend this Agreement term for up to five (5) additional one-year periods and six (6) month to month extensions ("Extension Period"), for a maximum total Agreement term of seven (7) years and six (6) months. Each such option and extension shall be exercised at the sole discretion of the Registrar-Recorder/County Clerk or his/her designee as authorized by the Board of Supervisors. The Initial Term and any Extension Period, if exercised, collectively shall constitute the "Term" of the Agreement.

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

6.0 AMENDMENT

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

6.1 Unless otherwise provided under the terms of this Agreement, for any change which does not materially affect the scope of work, Term, Contract Sum, or payment under this Agreement, an amendment to this Agreement shall be prepared and executed by the Contractor and the Registrar-Recorder/County Clerk or his/her designee. As used herein, the term "materially" is defined as being a change of more than thirty percent (30%) of the Contract Sum, a

change of more than 90 days to any period of performance, or a change in the Work required which collectively increases the Contract Sum more than thirty percent (30%) of the Contract Sum.

6.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the Term of this Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Agreement shall be prepared and executed by the Contractor and by the Registrar-Recorder/County Clerk or his/her designee.

6.3 The Registrar-Recorder/County Clerk or his/her designee may at his/her sole discretion, authorize extensions of time as defined in Section 5.0 (Term). The Contractor agrees that such extensions of time shall not change any other term or condition of this Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Agreement shall be prepared and executed by the Contractor and the Registrar-Recorder/County Clerk or his/her designee.

7.0 CONTRACT SUM

7.1 The Contract Sum for the Term of the Agreement, including Extension Periods, if exercised, is four hundred sixty thousand dollars ($460,000) which includes three hundred ninety-five thousand, nine hundred thirty-eight dollars ($395,938) for maintenance and support services and sixty-four thousand, sixty-two dollars ($64,062) for Other Professional Services as needed.

7.2 Contractor's fees, as set forth in Exhibit B (Pricing Schedule) shall remain a firm fixed price for the applicable contract period of the Agreement. If Registrar-Recorder/County Clerk, or his/her designee, at his/her sole discretion, increases the Contract Sum pursuant to Section 6.1 of this Agreement the total maximum Contract Sum shall not exceed five hundred ninety-eight thousand dollars ($598,000).

7.3 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation,

merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

7.4 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total Contract Sum authorization under this Agreement. Upon occurrence of this event, the Contractor shall send written notification to RR/CC at the address herein provided in Exhibit E (County's Administration).

7.5 **No Payment for Services Provided Following Expiration/ Termination of Contract**

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

7.6 **Invoices and Payments**

7.6.1 The Contractor shall invoice the County for maintenance and support fee on a monthly basis by the 15th of each calendar month. Contractor shall invoice County for providing all other tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder monthly after services are provided. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Agreement. Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

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

7.6.3 The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks,

deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

7.6.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

7.6.5 All invoices under this Agreement shall be submitted in one (1) original and one (1) copy to the following address:

Finance Services
Registrar-Recorder/County Clerk
12400 Imperial Highway, Room 7211
Norwalk, CA 90650
Attn: Finance Officer
(562) 462-2680

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

7.6.7 Local Small Business Enterprises – Prompt Payment Program

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

7.7 Invoice Discrepancy Report

County's Project Director or designee shall review all invoices for any discrepancies and issues an "Invoice Discrepancy Report" ("IDR"), a sample of which is attached hereto as Exhibit J and incorporated herein by this reference, to Contractor within fifteen (15) Days of receipt of invoice if payment amounts are disputed. Contractor shall review the disputed charges and send a written explanation reasonably detailing Contractor's objection to the IDR within ten (10) Days of receipt of the IDR from County's Project Director. If County's Project Director does not receive a written response within ten (10) Days of County's notice to Contractor of IDR, then County payment will be made, less the disputed charges.

Notwithstanding any partial payment made by County, provided Contractor has timely responded to the IDR as set forth above, Contractor retains its right to seek payment, pursuant to Section 39.0 (Notice of Dispute), for any unpaid disputed portion of any invoice. If Contractor does not respond with a written objection to the IDR within the ten (10) Day period set forth above, Contractor waives its right to dispute the IDR and the partial payment by County.

8.0 MAINTENANCE, UPDATES AND OTHER PROFESSIONAL SERVICES

8.1 Maintenance and Support Services

In exchange for County's payment of the maintenance fee, Contractor shall provide onsite support for elections, election simulations and election tally system testing as stated in Exhibit A (SOW); provide replacement parts; and maintenance and repair services for the complete inventory of RR/CC card readers.

Maintenance services include the correction of any and all Deficiencies that occur during the Term. Correction of such Deficiencies shall be at no additional cost to County beyond the card reader maintenance fee, as applicable. If any component of the card readers requires maintenance services, Contractor shall endeavor reasonably to provide such services at County's location, provided that, if the Contractor determines it necessary to replace any component, or repair any component at Contractor's facility, Contractor shall pay all shipping costs, and shall provide full replacement value insurance, in connection with the retrieval from, and the return to County of such component.

8.2 Other Professional Services

8.2.1 Upon the written request of County's Project Director made at any time and from time to time during the Term of the Agreement, Contractor shall provide County "Other Professional Services," including but not limited to, additional training and onsite support beyond that which is deemed required Maintenance Services pursuant to this Section 8.2 (Other Professional Services), or Exhibit A (Statement of Work), and customizations or modifications to card readers that are requested by County's Project Director in order to create new functionality and customizations not required of Contractor by the SOW or included as part of Maintenance Services.

8.2.2 All Other Professional Services shall be provided by Contractor at the hourly rate set forth in Exhibit B (Pricing Schedule), including additional training or certain onsite support, which as of the Effective Date, are as set forth in Exhibit B (Pricing Schedule).

8.2.3 Upon County's request for Other Professional Services, Contractor shall provide County, within seven (7) Days of receipt of such request, a written quotation of a maximum fixed price, which shall include Contractor staff level recommended, estimated man-hours for completion of the requested Other Professional Services, if applicable, and the cost of any applicable materials. Contractor's quotation shall be valid for sixty (60) Days from the date of its submission. In the event the requested Other Professional Services are completed by Contractor for an amount less than the quoted price, County shall owe Contractor the lesser of the maximum fixed price quoted to County, or the actual cost of completion. Approval of Other Professional Services, and payment therefore shall be in accordance Section 7.6 (Invoices and Payments) of this Agreement.

8.2.4 Upon completion, delivery and acceptance by County of any Other Professional Services, such Work shall become part of and be included as part of the card readers, as applicable.

9.0 WARRANTIES

9.1 Contractor hereby represents and warrants to County that the card readers, hardware and firmware, as applicable, shall perform in accordance with the specifications set forth in Exhibit A (Statement of Work) of this Agreement and any related documentation, including any exhibits or amendments.

9.2 Contractor bears the full risk and loss due to total or partial destruction of all or any part of the card readers, as applicable, until such items are delivered to and approved and accepted by County.

10.0 ASSIGNMENT AND DELEGATION

10.1 The Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this section, County consent shall require a

written amendment to the Agreement, which is formally approved and executed by the Parties. Any payments by the County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

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

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

11.0 AUTHORIZATION WARRANTY

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

12.0 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Agreements, the County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the Term of this Agreement (including any extensions), and the services to be provided by the Contractor under this Agreement shall also be reduced

correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Agreement.

13.0 COMPLAINTS

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

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

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

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

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

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

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

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

14.0 COMPLIANCE WITH APPLICABLE LAW

14.1 In the performance of this Agreement, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

14.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section 14.0 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

15.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

16.0 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

16.1 Jury Service Program:

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

Exhibit H and incorporated by reference into and made a part of this Agreement.

16.2 Written Employee Jury Service Policy.

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

16.2.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a Agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County Agreements or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Agreement, the Subcontractor shall also be subject to the provisions of this section. The provisions of this section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

16.2.3 If the Contractor is not required to comply with the Jury Service Program when the Agreement commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the

County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

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

17.0 CONFLICT OF INTEREST

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

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

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

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

19.0 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

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

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

20.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

20.1 Responsible Contractor

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

20.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or

being awarded, and/or performing work on County agreements for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing Agreements the Contractor may have with the County.

20.3 Non-responsible Contractor

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

20.4 Contractor Hearing Board

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

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

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

or adopt the proposed decision and recommendation of the Contractor Hearing Board.

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

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

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

20.4.7 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

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

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

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

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

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

23.0 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Agreement terms and conditions and performance standards. Contractor deficiencies which

the County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement.

24.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

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

25.0 EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

26.0 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each Party, when appearing in appropriate places on the Amendments prepared pursuant to Section 6.0 (Amendment), and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Agreement, such that the Parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of “original” versions of such documents.

27.0 FORCE MAJEURE

27.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-section as "force majeure events").

27.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-section, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

27.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

28.0 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless

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

29.0 GOVERNING LAW, JURISDICTION, AND VENUE

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

30.0 INDEPENDENT CONTRACTOR STATUS

30.1 This Agreement is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one Party shall not be, or be construed to be, the employees or agents of the other Party for any purpose whatsoever.

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

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

30.4 The Contractor shall adhere to the provisions stated in Section 3.5 (Confidentiality).

31.0 INDEMNIFICATION

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

32.0 GENERAL INSURANCE REQUIREMENTS

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

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

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

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

32.1.1 Specifically identify this Agreement;

32.1.2 Clearly evidence all coverages required in this Agreement;

32.1.3 Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;

32.1.4 Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Agreement; and

32.1.5 Identify any deductibles or self-insured retentions for the

any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Agreement.

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

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

32.6.1 The Contractor providing evidence of insurance covering the activities of Subcontractors, or

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

33.0 INSURANCE COVERAGE REQUIREMENTS

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

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

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

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

County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

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

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

32.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:

32.4.1 Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.

32.4.2 Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Agreement.

32.4.3 Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County's Project Manager.

32.4.4 Any loss, disappearance, destruction, misuse, or theft of

insurance also shall include Employers' Liability coverage with limits of not less than the following:

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

33.4 **Property Coverage** such insurance shall be endorsed naming the County of Los Angeles as loss payee, provide deductibles of no greater than 5% of the property value, and shall include:

33.4.1 Real Property and All Other Personal Property – Special form ("all risk') coverage for the full replacement value of County – owned leased property.

34.0 LIQUIDATED DAMAGES

34.1 If, in the judgment of the Registrar-Record/County Clerk, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Registrar-Record/County Clerk, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Registrar-Record/County Clerk, or his/her designee, in a written notice describing the reasons for said action.

34.2 If the Registrar-Record/County Clerk, or his/her designee, determines that there are deficiencies in the performance of this Agreement that the Registrar-Record/County Clerk, or his/her designee, deems are correctable by the Contractor over a certain time span, the Registrar-Record/County Clerk, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Registrar-Record/County Clerk, or his/her designee, may:

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

(b) Deduct liquidated damages. The Parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The Parties hereby agree that under the current circumstances a

reasonable estimate of such damages is One Hundred Dollars ($100) per day per infraction and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

(c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

34.3 The action noted in Section 33.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Agreement.

34.4 This section shall not, in any manner, restrict or limit the County's right to damages for any breach of this Agreement provided by law or as specified in Section 33.2, and shall not, in any manner, restrict or limit the County's right to terminate this Agreement as agreed to herein.

35.0 MOST FAVORED PUBLIC ENTITY

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

36.0 NONDISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

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

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

36.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Section 36.0 when so requested by the County.

36.7 If the County finds that any provisions of this Section 36.0 have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Agreement.

36.8 The Parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code

Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

37.0 NON EXCLUSIVITY

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

38.0 NOTICE OF DELAYS

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

39.0 NOTICE OF DISPUTES

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

40.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

41.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact

sheet is set forth in Exhibit H of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

42.0 NOTICES

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

43.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

44.0 PUBLIC RECORDS ACT

44.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Section 46.0 (Record Retention and Inspection/Audit Settlement) of this Agreement; as well as those documents which were required to be submitted in response to the Request for Proposals used in the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

44.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees

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

45.0 PUBLICITY

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

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

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

45.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Section 45.0 shall apply.

46.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the Term of this Agreement and for a period of five (5) years

thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

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

46.2 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 Agreement upon which the County may terminate or suspend this Agreement.

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

47.0 RECYCLED BOND PAPER

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

48.0 SUBCONTRACTING

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

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

48.2.1 A description of the work to be performed by the Subcontractor;
48.2.2 A draft copy of the proposed subcontract; and
48.2.3 Other pertinent information and/or certifications requested by the County.

48.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.

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

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

48.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

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

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

Registrar-Recorder/County Clerk
Contracts Section
12400 Imperial Highway, Room 5203
Norwalk, California 90650

before any Subcontractor employee may perform any work hereunder.

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

Failure of the Contractor to maintain compliance with the requirements set forth in Section 22.0 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), shall constitute default under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Agreement pursuant to Section 51.0 (Termination for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

50.0 TERMINATION FOR CONVENIENCE

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

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

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

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

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

Contractor under this Agreement shall be maintained by the Contractor in accordance with Section 46.0 (Record Retention & Inspection/Audit Settlement).

51.0 TERMINATION FOR DEFAULT

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

51.1.1 Contractor has materially breached this Agreement; or

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

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

51.2 In the event that the County terminates this Agreement in whole or in part as provided in Section 51.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this Section.

51.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Section 51.2 if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such

default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Section 51.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

51.4 If, after the County has given notice of termination under the provisions of this Section 51.0, it is determined by the County that the Contractor was not in default under the provisions of this Section 51.0, or that the default was excusable under the provisions of Section 51.3, the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to Section 50.0 (Termination for Convenience).

51.5 The rights and remedies of the County provided in this Section 51.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

52.0 TERMINATION FOR IMPROPER CONSIDERATION

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

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

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

53.0 TERMINATION FOR INSOLVENCY

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

53.1.1 Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

53.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

53.1.3 The appointment of a Receiver or Trustee for the Contractor; or

53.1.4 The execution by the Contractor of a general assignment for the benefit of creditors.

53.2 The rights and remedies of the County provided in this Section 53.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

54.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

55.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

56.0 VALIDITY

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

57.0 WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Section 57.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

58.0 WARRANTY AGAINST CONTINGENT FEES

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

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

59.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

59.1 This Agreement is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

59.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

59.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

59.4 If the Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this agreement to which it would not otherwise have been entitled, shall:

59.4.1 Pay to the County any difference between the Agreement amount and what the County's costs would have been if the Agreement had been properly awarded;

59.4.2 In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Agreement; and

59.4.3 Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determination of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply if the Contractor is no longer eligible for certification as a result in a change of their status and the Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

60.0 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

60.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Agreement. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Agreement.

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

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

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

60.5 Notwithstanding any other provision of this Agreement, the County will not be obligated to the Contractor in any way under Section 60.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Section 60.4 or for any disclosure which the County is required to make under any state or federal law or order of court.

60.6 All the rights and obligations of this Section 60.0 shall survive the expiration or termination of this Agreement.

61.0 PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICATION

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

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

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

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

62.0 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

62.1 This Agreement is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference

Program, as codified in Chapter 2.205 of the Los Angeles County Code.

62.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

62.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

62.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this agreement to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the agreement amount and what the County's costs would have been if the agreement had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the agreement; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a agreement award.

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

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

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 Directors

By _____
Deputy

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

20 SEP 9 2008

SACHI A. HAMAI
EXECUTIVE OFFICER

LR COMPUTERS

By _____
Signature

PETER L. LINN
Print Name

MANAGER
Print Title

Tax ID # 33-0965846

766676

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.
County Counsel

By _____
Patrice Salseda
Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK
FOR
MAINTENANCE OF ELECTION BALLOT CARD READERS

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1. INTRODUCTION

The Los Angeles County Registrar-Recorder/County Clerk ("RR/CC") owns forty (40) card readers used for election ballot processing. Regular card reader maintenance is needed to ensure optimum performance and accurate card reading. Card reader technical specifications are in Task 2.0 of this Statement of Work ("SOW").

2. BACKGROUND

For Countywide elections, RR/CC may tally up to two million ballots, depending on the turnout. The only cost-effective and efficient way to centrally tally this volume of ballot cards on election night is through the use of high speed card readers with a targeted processing rate of 1,000 cards per minute. To date, the only technically feasible method for achieving this processing rate has been through optical read head technology that locates and reads the individual vote positions on the card based on the physical dimensions of the card and the velocity of the card as it passes the read heads. The card reader senses the leading edge of the ballot and, factoring in a standard length and velocity of the card, calculates where each column of vote positions is located and reads the positions at that point. While this method is highly accurate, its accuracy relies on several factors that are, at times, subject to variation. These are:

- Card length: Truncation or damage to the leading edge of the card during ballot production or handling can affect how the card reader calculates the location of the vote position columns.

- Vote position printing: Any displacement of the printed vote positions relative to the leading edge of the card can affect read accuracy. This applies particularly to vote-by-mail ballots that are marked in freehand by the voter using a pen or pencil.

- Card velocity during reading: The velocity of the card as it passes the read heads depends on the smooth operation of the motor and other moving parts of the card reader. Any aspect of the motor or moving parts that causes variation in the card velocity can affect read accuracy.

- Read head condition: Paper ballot particles, dust, and grime on the optical scan of the read heads can affect read performance, as can any damage to the physical integrity of the read head components.

Risks of variation in these factors are mitigated by inspecting the ballots prior to distribution and use at the polls and prior to tabulation. The card readers themselves are also cleaned, maintained and calibrated on a regular basis. Monthly card reader testing, as well as logic and accuracy testing prior to each

tabulation run, helps to ensure the smooth and accurate operation of the card readers, by identifying card readers that need maintenance.

3. SCOPE OF WORK

Contractor shall provide maintenance and support services to forty (40) ballot card readers. Contractor shall perform and deliver all task, deliverables, goods and services as set forth in this SOW. All work shall be performed onsite at the RR/CC headquarters located at 12400 Imperial Highway, Norwalk California 90650.

4. TASK AND DELIVERABLES

Task 1 – MAINTENANCE AND SUPPORT SERVICES

This task shall consist of maintenance, repairs and onsite operation support, as requested by RR/CC. These services shall include, but are not limited to, the following:

Subtask 1.1 Physical Inventory & Inspection

Contractor shall conduct a complete physical inventory of all hardware. This inventory shall be completed within thirty (30) days of the Effective Date of this Agreement. A copy of the inventory shall be provided to County within ten (10) days of the completed review.

Deliverable 1.1

Provide the County a copy of the physical inventory review.

Subtask 1.2 - Card Reader Maintenance

Contractor shall provide full coverage Services on all card readers. Full coverage Services include, but are not limited to, all parts and labor, analysis and solution of all hardware, firmware problems and replacement of all worn or broken parts due to normal operations of the card readers. Full coverage Services will ensure card reader optimal performance. Optimal performance is reached when a card reader experiences no more than one read or pick error in every 1000 cards, and consistently passes pre-tabulation and post-tabulation logic and accuracy testing and post-election manual tally audits. Read and pick errors, and logic and accuracy test failures that can definitively be attributed to the physical quality of the ballot cards (including punches or marks) will not reflect negatively on card reader performance.

Deliverable 1.2

1. Ensure Card reader optimal performance with no more than one read or pick error for every 1000 cards and consistently pass pre-tabulation and post tabulation logic and accuracy testing and post-election manual tally audits.

2. Document read or pick errors, and any logic and accuracy test failures that are directly attributed to the physical quality of the ballot cards (including punches or marks) and not due to card reader performance.

Subtask 1.3 – Technical Support Service

Contractor shall provide technical support service upon receipt of a uniquely-numbered Card Reader Service Request/Report Form (Exhibit M). During Critical Election periods, Contractor shall be available 24 hours per day, 7 days per week to process County service requests. Contractor shall provide the County a telephone number for voice communication, a fax number and e-mail address for submitting Card Reader Service Request forms electronically. Card reader service requests submitted to Contractor shall be categorized into severity levels and Contractor shall make timely corrective repairs according to the severity level of the problem. County shall make the determination of what severity level to assign to each problem reported to Contractor's technical support service. Table 1 below shows the definition of each severity level, the required response time, and possible service credits for noncompliance by Contractor.

Table 1:

Severity Level	Description	Response Time	Service Credits
Critical	A critical problem with card reader functions restricts the availability of card reader(s) for election night ballot processing or for election simulation testing. Note: Contractor onsite support is required during these events pursuant to Subtask 1.5 below.	1 hour	$500 per Unit
Severe	Card reader(s) malfunction and functionality restricted less than two (2) weeks before an election.	24 hours	$250 per Unit
Moderate	Card reader(s) malfunction and functionality restricted less than three (3) weeks prior to an election.	48 hours	$100 per Unit
Minimal	Card reader(s) malfunction causing minimal election impact.	1 week	$25 per Unit

Deliverable 1.3:

Provide 24/7 technical support service availability via telephone number, fax number and e-mail address, and technical support response within the required timeframes.

Subtask 1.4 – Service Reports

Upon completion of work in response to a County service request, Contractor shall provide a detailed written description of the work completed. Contractor shall use the County's Card Reader Service Request/Report Form (Exhibit M) to provide such a report for each card reader serviced. For card readers serviced onsite, the report shall be approved and signed by an authorized County employee during the onsite visit. For card readers serviced off-site, Contractor shall return the card reader together with the report, which shall be approved and signed by an authorized County employee within 15 days of receipt of the report. Prior to approving and signing the report, County reserves the right to test each card reader after it has been serviced to determine if it is performing optimally, as described in Deliverable 1.2.

If Contractor fails to provide to County completed and timely Service Reports as specified in this Subtask 1.4, County may impose a Service Credit of $50.00 (fifty dollars) for each report not submitted by Contractor. County shall contact Contractor prior to imposing any Service Credits. Any Service Credits imposed by County shall be deducted by County from Contractor's monthly payment for maintenance and support services.

Deliverable 1.4

Provide service reports with specified detail as requested by County within five (5) business days of the work being completed.

Subtask 1.5 – Onsite Support Availability

Contractor shall provide County with onsite support on an on-call and as-requested basis during elections, election simulations, and election tally system testing. Contractor shall guarantee periods of availability for such onsite support as identified in the Table 2:

Table2:

Elections	Onsite Support Availability
Major Elections: 1) General Elections 2) Primary Elections 3) State-Wide Elections 4) Special Elections that affect	Onsite support availability beginning one (1) month prior to an election; one (1) month after election; on the Saturday before Election Day ("Simulation Saturday"); and on Election day through

Los Angeles County as a whole	the end of election night ballot processing.
Minor Elections: 1) UDEL 2) City Elections (RR/CC asked to conduct) 3) Special Elections that affect a portion of Los Angeles County	Onsite support availability beginning two (2) weeks prior to an election; two weeks after election; on the Saturday before Election Day ("Simulation Saturday"); and on Election day through the end of election night ballot processing.
Election Tally System Testing	Onsite support availability for one (1) week prior to and during any testing of the existing "Micro Computer Tally System" and any future tally system the County may consider implementing that uses the existing card readers.

Deliverable 1.5

Provide onsite support for major elections, minor elections and election tally system testing as stipulated in Table 2 of the SOW.

Task 2 - HARDWARE SPECIFICATIONS

Subtask 2.1 - Card Reader Specifications

1. **LRC Ballot Reader**
   LRD Inc.
   Model 1000 CPS

   Specifications:
   a. LCD Display1: Card Reader Status
   b. LCD Display2: Program Generated Error Codes
   c. Read Rate: 1,000 Cards per minute in Local Mode
   d. Card Type: 80 Column Ballot Style
   e. Electronics: RS232 Serial Interface, Inside the Reader
   f. Hopper/Stacker: 1,000 Card Capacity
   g. Voltage: 110 to 125 VAC @ 60hz Domestic
   h. Logic: Options to stop on trailing tail and trailing edge tear, or inhibit from stopping.

2. LCD Displays

a. Display 1: Displays the state of the card reader. A minimum of two (2) rows of 40 characters of Information.

b. Display 2: Displays textual information identifying unique program generated error codes. A minimum of two (2) rows of 40 characters of information.

c. Displays four (4) single control characters. This will stop the reader.

1. ^G line 1 Prepunch Check
   line 2 Correct last card in output stacker
2. ^H line 1 Header Check
   line 2 Correct last card in output stacker
3. ^I line 1 Data 1 Check
   line 2 Notify Supervisor
4. ^J line 1 Pattern Test Error
   line 2 Correct last card in output stacker

3. Error Messages

The card reader displays the following error conditions or equivalent on the LCD panel, as well as operator solutions

a. READ CHECK = Last Card in output Stacker
b. READ CHECK = Leading Edge of Card in Stacker
c. READ CHECK = Trailing Edge of Card in Stacker
d. READ CHECK = Last Two Cards in Stacker
e. PICK CHECK = Next Card Read
f. STACK CHECK = Card Miss-Stacking
g. HOPPER CHECK = Empty or No Feed
h. OUTPUT STACKER FULL = Output Stacker Full
I. READ HEAD SENSOR = Read Head Sensor Obstruction

<u>Subtask 2.2 - Optical Scan Read Head Specifications</u>

1. **LRC Opto-Mark Read Head**
   LRD Inc.
   Part # LR10122 REV-NR

   Specifications:
   a. Type: Opto-Mark
   b. Design: Single Sided
   c. Read Type: Reflection based – light and dark marks
   d. Sensitivity Control: Built-in pre-amp
   e. Voltage: 7.2V
   f. Card Clearance: 0.040 inch

Exhibit B

PRICING SCHEDULE

Fixed Rate First-Year Base Term

Item Description	Pricing Unit	Price*	Total Annual Cost
Card Reader Maintenance	Monthly	$4,250	$51,000
Other Professional Services	Hourly	$125.00	

Fixed Rate Second-Year Base Term

Item Description	Pricing Unit	Price*	Total Annual Cost
Card Reader Maintenance	Monthly	$4,500	$54,000
Other Professional Services	Hourly	$125.00	

First Option Year (if exercised)

Item Description	Pricing Unit	Price*	Total Annual Cost
Card Reader Maintenance	Monthly	$4,613	$55,350
Other Professional Services	Hourly	$130.00	

Second Option Year (if exercised)

Item Description	Pricing Unit	Price*	Total Annual Cost
Card Reader Maintenance	Monthly	$4,728	$56,734
Other Professional Services	Hourly	$130.00	

Third Option Year (if exercised)

Item Description	Pricing Unit	Price*	Total Annual Cost
Card Reader Maintenance	Monthly	$4,846	$58,152
Other Professional Services	Hourly	$135.00	

Fourth Option Year (if exercised)

Item Description	Pricing Unit	Price*	Total Annual Cost
Card Reader Maintenance	Monthly	$4,967	$59,606
Other Professional Services	Hourly	$135.00	

Fifth Option Year (if exercised)

Item Description	Pricing Unit	Price*	Total Annual Cost
Card Reader Maintenance	Monthly	$5,091	$61,096
Other Professional Services	Hourly	$140.00	

***Includes all applicable taxes**

~~REQUIRED FORMS - EXHIBIT 8~~

PROPOSER'S EEO CERTIFICATION

LRC
Company Name

102 W. EL PORTAL, SAN CLEMENTE, CA 92672
Address

33-0965846
Internal Revenue Service Employer Identification Number

GENERAL

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

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

Signature

4-29-08
Date

PETER LINN, MANAGER
Name and Title of Signer (please print)

Exhibit D

COUNTY'S ADMINISTRATION

COUNTY PROJECT DIRECTOR:

Name: Michael Petrucello
Address: 12400 Imperial Highway
Norwalk, CA 90651
Telephone: (562) 462-2712

E-Mail Address: MPetrucello@rrcc.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Kenneth Bennett
Address: 12400 Imperial Highway
Norwalk, CA 90651
Telephone: (562) 462-2704

E-Mail Address: RChing@rrcc.lacounty.gov

Exhibit E

LR COMPUTERS
CONTRACTOR'S NAME

CONTRACTOR'S PROJECT DIRECTOR:

Name:	Peter Linn
Title:	Manager
Address:	102 W. El Portal
	San Clemente, CA 92672
Telephone:	(949) 498-4404
Facsimile:	(949) 493-0359
E-Mail Address:	lrcinc@cox.net

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name:	Peter Linn
Title:	
Address:	102 W. El Portal
	San Clementa, CA 92672
Telephone:	(949) 498-4404

CONTRACTOR'S PROJECT MANAGER

Name:	Duane Linn
Title:	
Address:	102 W. El Portal
	San Clementa, CA 92672
Telephone:	(949) 510-4758
Facsimile:	(949) 493-0359
E-Mail Address:	lrcinc@cox.net

Notices to Contractor shall be sent to the following address:

Name:	Peter Linn
Title:	Manager
Address:	102 W. El Portal
	San Clemente, CA 92672
Telephone:	(949) 498-4404
Facsimile:	(949) 493-0359
E-Mail Address:	lrcinc@cox.net

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

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

CONTRACTOR NAME PETER LINN Contract No.___

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

COPYRIGHT ASSIGNMENT AGREEMENT

Contractor and Contractor's Staff agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by Contractor

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

and Contractor's Staff in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, Contractor and Contractor's Staff hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, Contractor and Contractor's Staff agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

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

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

SIGNATURE: _____ DATE: 6/7/08

PRINTED NAME: PETER LINN

POSITION: Owner

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

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

Contractor Name PETER LINN Contract No._____

Employee Name PETER LINN

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the

above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

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

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

SIGNATURE: _____ DATE: 6/7/08

PRINTED NAME: PETER LINN

POSITION: Owner

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)

EXHIBIT H

SAFELY SURRENDERED BABY LAW

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

www.babysafela.org

EXHIBIT H

Safely Surrendered

No shame. No blame. No names.

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

www.babysafela.org

EXHIBIT H

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

Safely Surrendered *Baby Law*

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

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

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

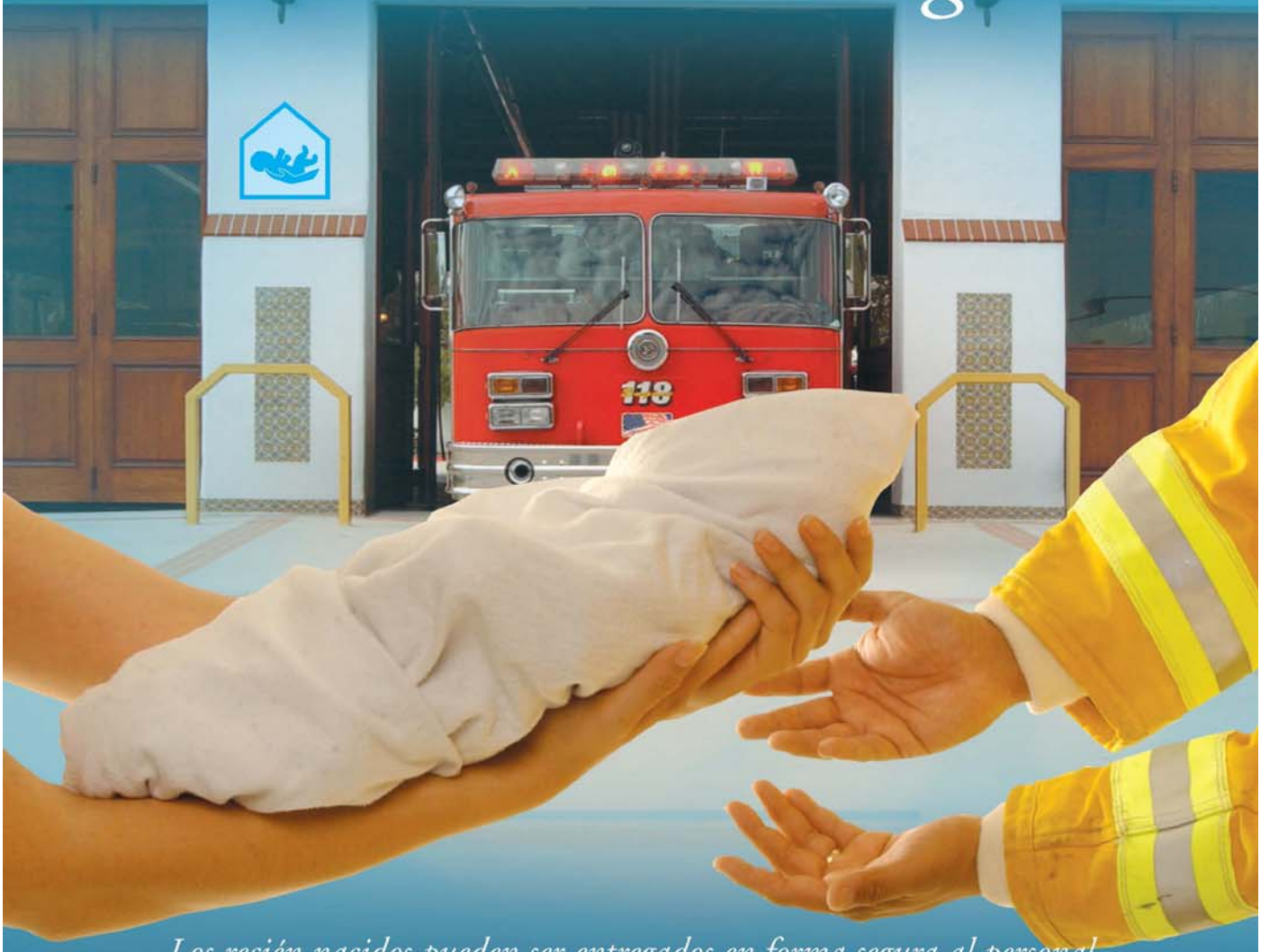
The purpose of the **Safely Surrendered Baby Law** is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The **Safely Surrendered Baby Law** prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

EXHIBIT H

Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

EXHIBIT H

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

Ley de Entrega de Bebés *Sin Peligro*

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

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

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

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

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

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

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

¿Por qué se está haciendo esto en California? ?

La finalidad de la **Ley de Entrega de Bebés sin Peligro** es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La **Ley de Entrega de Bebés sin Peligro** impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

IRS NOTICE 1015
(Obtain latest version from IRS website - http://ftp.fedworld.gov/pub/irs-pdf/n1015.pdf)

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2004)

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

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

What's New. Workers cannot claim the EIC if their 2004 investment income (such as interest and dividends) is over $2,650.

Which Employees Must I Notify About the EIC?

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

Note. You are encouraged to notify each employee whose wages for 2004 are less than $35,458 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

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

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2005.

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

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

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2004 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2004 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2004 and owes no tax but is eligible for a credit of $791, he or she must file a 2004 tax return to get the $791 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2005 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Cat. No. 20599I

Exhibit J

INVOICE DISCREPANCY REPORT

1. ISSUE:

Today's Date: _____

Contractor: _____

Phone Number: _____

Name: _____

Date of Subject Invoice: _____

Invoice Number of Subject Invoice: _____

Total Value of Subject Invoice: _____

Disputed Value of Subject Invoice: _____

Description of Disputed Charges:

_____

_____

_____

2. REVIEWED/SIGNED:

Signed: _____ Date: _____

County Project Director (CPD)

3. CONTRACTOR RESPONSE (completed by Contractor's Project Manager) _____

Date received from CPD: _____

Explanation regarding Disputed Charges:

_____

_____

_____

Corrective Action Taken:

_____

_____

_____

Signed: Date:

_____ _____

Contractor Project Director

Instructions: CPD : Forward IDR to the Contractor for investigation and response.
Contractor: Must respond to CPD in writing within ten (10) days of receipt of IDR.

Exhibit K

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

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

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: LRC

COUNTY VENDOR NUMBER: _____

- ☐ As a Local SBE, certified by the County of Los Angeles Office of Affirmative Action Compliance, I request this proposal/bid be considered for the Local SBE Preference.
- ☐ Attached is my Local SBE Certification letter issued by the County

II. FIRM/ORGANIZATION INFORMATION:

The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

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

Total Number of Employees (including owners): 4

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

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander	1					
American Indian						
Filipino						
White				1	2	

III. PERCENTAGE OF OWNERSHIP IN FIRM:

Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	100 %	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:

If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

V. DECLARATION:

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

Print Authorized Name	Authorized Signature	Title	Date
PETER LINN	[signature]	owner	6/7/08

EXHIBIT L

REQUIRED FORMS

EXHIBIT L
REQUIRED FORMS
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Form #

1 PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

2 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION & ACKNOWLEDGEMENT OF RFP RESTRICTIONS

3 CERTIFICATION OF NO CONFLICT OF INTEREST

4 FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERT

5 ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

6 CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM - CERTIFICATION FORM & APPLICATION FOR EXCEPTION

~~REQUIRED FORMS - EXHIBIT 1~~

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Please complete, date and sign this form and place it as the first page of your proposal. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

1. If your firm is a corporation or LLC, state its legal name (as found in your Articles of Incorporation) and State of incorporation:

   _____ _____ _____
   Name State Year Inc.

2. If your firm is a partnership, a sole proprietorship, or LLC, state the name of the proprietor or managing partner:

   PETER LINN

3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration:

Name	County of Registration	Year became DBA
LRC	ORANGE	1989

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? NO If yes,

   Name of parent firm: _____

   State of incorporation or registration of parent firm: _____

5. Please list any other names your firm has done business as within the last five (5) years.

Name	Year of Name Change

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

   N/A

Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed in Paragraph 1.4 - Minimum Mandatory Requirements, of this Request for Proposal, as listed below.

(list each minimum requirement stated in Paragraph 1.4)

Check the appropriate boxes:

☒ **Yes** ☐ **No** 5 years experience, within the last 25 years

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

Proposer's Name:

Address:

102 W. EL PORTAL
SAN CLEMENTE, CA 92672

e-mail address: lrcinc@cox.net Telephone number: (949) 498-4404

Fax number (949) 493-0359

On behalf of LRC (Proposer's name), I PETER LINN (Name of Proposer's authorized representative), certify that the information contained in this Proposer's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

Signature

33-0965846
Internal Revenue Service Employer Identification Number

MANAGER
Title

SREAA-24-882829
California Business License Number

4-29-08
Date

N/A
County WebVen Number

~~REQUIRED FORMS - EXHIBIT 14~~

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION & ACKNOWLEDGEMENT OF RFP RESTRICTIONS

A. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

B. List all names and telephone number of person legally authorized to commit the Proposer.

NAME	PHONE NUMBER
PETER LINN	(949) 498-4404
	Cell: (949) 212-2996

NOTE: Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

NONE

D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this RFP process, the County shall reject this proposal.

LRC
Name of Firm

PETER LINN — MANAGER
Print Name of Signer — Title

[signature] — 4-29-08
Signature — Date

~~REQUIRED FORMS - EXHIBIT 5~~

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;

2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;

3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:

    a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or

    b. Participated in any way in developing the contract or its service specifications; and

4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

PETER LINN
Proposer Name

MANAGER
Proposer Official Title

Official's Signature

~~REQUIRED FORMS - EXHIBIT 6~~

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that:

1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature:_____ Date: 4-29-08

~~REQUIRED FORMS - EXHIBIT 9~~

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

_____YES (subject to verification by County) __X__NO

B. Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

__X__YES _____NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____YES _____NO __X__N/A (Program not available)

Proposer Organization: LRC

Signature: [signature]

Print Name: PETER LINN

Title: MANAGER Date: 4-29-08

Tel.# (949) 498-4404 Fax # (949) 493-0359

GAIN/GROW ATTESTATION - 10-14-03

~~**REQUIRED FORMS - EXHIBIT 10**~~

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name: LRC	
Company Address: 102 W. EL PORTAL	
City: SAN CLEMENTE State: CA	Zip Code: 92672
Telephone Number: (714) 498-4404	
Solicitation For _____ Services:	

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed $50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

- ☒ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

  "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.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: PETER LINN	Title: MANAGER
Signature: [signature]	Date: 4-29-08

Exhibit M

LOS ANGELES COUNTY
REGISTRAR-RECORDER / COUNTY CLERK

Card Reader Service Request Form

To be completed by RR/CC:

Requestor/Name:_____ Date:_____

Request made by: ☐ *Telephone* ☐ *Email* ☐ *Fax* Request No.:_____

Request Type: ☐ *Regular Maintenance* ☐ *Other*_____

Severity Level: ☐ *Critical* ☐ *Severe* ☐ *Moderate* ☐ *Minimal*

Card Reader Model & Serial No.

Service: *(Include repairs made, timeframe. Attach additional page(s) if necessary)*

Unresolved Service: *(Attach additional page(s) if necessary)*

COUNTY APPROVALS

Project Director_____ Date_____

or

Project Manager_____ Date_____

CONTRACTOR SIGNATURES

Technician _____ Date Visited _____

Date Completed _____