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

LEROY D. BACA, SHERIFF

December 2, 2008

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

Dear Supervisors:

APPROVE A SOLE SOURCE AGREEMENT WITH M.C. DEAN, INCORPORATED TO PROVIDE NATIONAL OPERATIONS CENTER CONNECTIVITY TO THE COUNTY EMERGENCY OPERATIONS CENTER (ALL DISTRICTS) (3 VOTES)

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

SUBJECT

The Los Angeles County Sheriff's Department (Department) is seeking your Board's approval for a sole source agreement with M.C. Dean, Inc. (M.C. Dean) to enhance the County's emergency management system through the creation of direct information sharing with the United States Department of Homeland Security's (DHS) National Operations Center (NOC). The Agreement is 100 percent offset by a grant from the Department of Homeland Security, Urban Area Security Initiative, (UASI) through the California Office of Homeland Security (OHS).

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman of the Board to sign a sole source Agreement with M.C. Dean to provide a scaleable information awareness system having direct connectivity to the DHS NOC. The Agreement shall continue until 180 days following the Department's final acceptance of Phase II, as defined in the Agreement, unless terminated earlier in whole or in part, as provided in the Agreement. The Maximum Contract Sum is $2,700,000.

2. Authorize the Sheriff or his designee to execute all change notices, change orders, and amendments to the Agreement, as specified in Section 6.0 of the Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Department is the first-responder lead agency for the County of Los Angeles. The Department has been seeking to identify and deploy technologies that can be used during critical incidents such as a visual command and control tool to allow the Department to manage massive amounts of information, coordinate supporting agencies, and to provide real-time situational awareness. The DHS NOC, together with other Federal agencies, deploys such a visual command and control tool that is well proven during emergency and combat operations.

The work is divided into two phases. In Phase I, M.C. Dean will conduct a needs assessment to determine the viability of the County Emergency Operations Center (CEOC) infrastructure to support connectivity with the DHS NOC. Phase II consists of the actual implementation of connectivity with the DHS NOC based on the operational needs assessment conducted under Phase I. Upon completion of Phase II, the application will provide a Common Operating Picture (COP) over the Homeland Security Information Network (HSIN) and will provide a consolidated situational view of the County (both tactical and operational) and the capacity to share the view with the DHS NOC during an incident.

M.C. Dean is the original and current contractor of the DHS NOC COP. The data models, interface design, and communication protocols have already been developed and installed by M.C. Dean at numerous Federal, State, and local agencies (stakeholders) around the nation. This consistent model and structure are the critical link to providing all stakeholders with the COP, which facilitates seamless connectivity.

The proposed Agreement is not intended to provide the Department with all of the features currently in operation at the NOC; rather, the County will receive a fully operational subset of those features as there is not sufficient grant funding available for such a program at this time.

The intent of the proposed Agreement is to assess the current state of the CEOC, determine which connectivity options to the DHS NOC will best suit our needs at this time, and implement those options in a prioritized manner within the fixed-price framework of the grant.

Implementation of Strategic Plan Goals

This project supports the County's Strategic Plan Goal 1, Service Excellence; and Goal 3, Organizational Effectiveness. With the work to be performed under the proposed Agreement, the Department will be better equipped to complete its core mission more effectively and efficiently to benefit the safety and security of the residents of Los Angeles County. The Department, as the leading agency among emergency first responders in the County of Los Angeles, continuously seeks out viable interoperability solutions, and as such, is recognized nationwide as a leader in law enforcement technology.

This project also supports Federal goals, among which include Presidential Directive 5, in support of interoperable communications for the National Incident Management System.

FISCAL IMPACT/FINANCING

One hundred percent of the cost for the work under the proposed Agreement is offset through a grant provided by the UASI through the OHS. The grant recipient is the City of Los Angeles; the County is a sub-recipient of the grant. Funding for the grant was approved by the City of Los Angeles on March 18, 2008. The maximum contract sum under the proposed Agreement is $2,700,000.

The allocation for this project is included in the Department's Fiscal Year 2008-09 operating budget. The Department will continue to allocate the necessary funds throughout the duration of the proposed Agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The OHS has specified an expiration date of December 31, 2008, for this project's portion of the UASI grant. The grant further requires all expenditures to occur prior to that date.

Should the County fail to demonstrate expenditure by the expiration date of December 31, 2008, the County will lose its ability to obtain grant funds as reimbursement for this project. To protect the County's interests, the proposed Agreement provides for an advance payment to M.C. Dean for all or any part of the work under Phase I and Phase II (i.e., all or any part of the maximum contract sum of $2,700,000) necessary to obtain reimbursement prior to the December 31, 2008, expiration date.

To mitigate risks associated with this payment method, the proposed Agreement also requires M.C. Dean to provide a performance bond from equal to the maximum contract sum of $2,700,000, which is in accord with DHS's procedure "Homeland Security Grants and Performance Bonds." The Department does not intend to request County general funds in the event M.C. Dean is unable to complete the project with the grant funding provided.

The OHS, as well as the City of Los Angeles (the primary grant recipient), are in receipt of the County's request to extend the grant period through December 31, 2008, which therein also contained the County's proposed methodology to utilize the performance bond. The OHS, by granting the requested extension, has effectively concurred with the approach described above.

The proposed Agreement provides for mutual indemnification to cover both County and Contractor from acts, errors, and/or omissions arising from either party.

The Agreement otherwise includes all Board-required and legally-required contract provisions and has been reviewed and approved as to form by County Counsel. The Chief Information Officer (CIO) has reviewed the project and continues to work closely with the Department in meeting its automation objectives.

CONTRACTING PROCESS

M.C. Dean is the sole contractor with the DHS to provide National Operations Center Connectivity including the Common Operational Database/Common Operating Picture. M.C. Dean applies a proprietary and unique method for addressing the multiple layers of coordination necessary for cross-organization sharing.

Advance Notice of sole source negotiations was provided to your Board on May 1, 2008. The sole source justification was reviewed and approved in July 2008, by the County's Chief Executive Office and CIO in consultation with County Counsel, as well as by the OHS.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current Department operations and services. The Department will provide staff who will be partially dedicated to overseeing the development and providing input to the Contractor regarding the Department's communications structure, functionality, and operational processes. The staff includes one lieutenant who will function as the County's project manager, one sergeant, one deputy generalist, and one information technology specialist I. Additional support will be provided by the Department as needed.

CONCLUSION

Upon approval by your Board, please return two adopted copies of this action to the Department's Contracts Unit.

Sincerely,

LEROY D. BACA
SHERIFF

Reviewed and Approved by:

RICHARD SANCHEZ
INTERIM CHIEF INFORMATION OFFICER

76852

AGREEMENT FOR

NATIONAL OPERATIONS CENTER CONNECTIVITY PROJECT

FOR

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

M.C. DEAN, INC.

51 DEC 02, 2008

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT AGREEMENT

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RECITALS

THIS AGREEMENT is entered into as of DECEMBER 2, 2008 (as further defined below, "Effective Date") by and between the County of Los Angeles ("County") and M.C. Dean, Inc., a corporation organized under the laws of the State of Virginia located at 4200 Wisconsin Avenue, Suite 200, Washington, DC 20016 ("Contractor"), for the Los Angeles County Sheriff's Department (the "Department").

WHEREAS, the County has accepted a grant from the United States Department of Homeland Security ("DHS"), Office of Domestic Preparedness under the Urban Area Security Initiative, for the purpose of creating a scalable situation and resource status capability for the Department that will provide enhanced situational awareness for day to day operations, incident precursor activity, and incident and crisis management operations;

WHEREAS, the County desires to engage Contractor, among other things, (a) to conduct a readiness assessment to determine the viability of the Department's current Operations Center and the County's current Emergency Operations Center infrastructure (collectively, "CEOC") to support connectivity to the DHS National Operations Center ("DHS NOC"), and (b) should County determine in its sole discretion to fully implement connectivity between the CEOC and the DHS NOC, all subject to the terms and conditions of this Agreement;

WHEREAS, Contractor represents that it possesses the necessary levels of federal government security clearances, special skills, knowledge, technical competence and sufficient staffing to provide the readiness assessment, implementation and other work to be performed pursuant to this Agreement, and;

WHEREAS, this National Operations Center Connectivity Project supports, among others, the United States Government's Presidential Directive Number 5, in support of interoperable communications for the National Incident Management System.

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

1.0 AGREEMENT AND INTERPRETATION

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

1.2 Interpretation. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description

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51 DEC 02, 2008

of any Task, Subtask, Deliverable, goods, service, or other Work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this base document, and then to the *Exhibits* and any attachments thereto, according to the following priority:

1.2.1 Exhibit A – Additional Terms and Conditions

1.2.2 Exhibit C – Price and Schedule of Payments

1.2.3 Exhibit B – Statement of Work

Attachment B1 – County's Minimum Functional and Technical Requirements for the System

Attachment B2 – System Components

Attachment B3 – Deliverable Definition

1.2.4 Exhibit D - Invoice Discrepancy Report

1.2.5 Exhibit E – Contractor's EEO Certification

1.2.6 Exhibit F - Acknowledgment, Confidentiality and Assignment Agreement

1.2.7 Exhibit G – Change Order

1.2.8 Exhibit H – Task/Deliverable Summary Review Form

1.2.9 Exhibit I – Final System Acceptance Certificate

1.2.10 Exhibit J – Safely Surrendered Baby Law

1.2.11 Exhibit K – Jury Service Ordinance

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

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

Agreement with the words "including", "for example", "e.g.", "such as", "etc.", or any derivation of such words, such examples are intended to be illustrative and not limiting. Captions and Section headings used in the Agreement are for convenience only and are not a part of the Agreement and shall not be used in construing the Agreement. References in this Agreement to Federal, State and/or other governmental statutes, codes, rules, regulations, ordinances, guidelines, directives and/or policies, including those copies of which are attached to this Agreement, shall mean and shall be to such statutes, codes, rules, regulations, ordinances, guidelines, directives and/or policies as amended from time to time.

2.0 DEFINITIONS

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

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

2.2 "Amendment" has the meaning set forth in *Section 6.0 (Change Notices, Change Orders and Amendments)*.

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

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

2.5 "CEOC" has the meaning set forth in the Recitals.

2.6 "Change Notice" has the meaning set forth in *Section 6.0 (Change Notices, Change Orders and Amendments)*.

2.7 "Change Order" has the meaning set forth in *Section 6.0 (Change Notices, Change Orders and Amendments)*.

2.8 "CIO" means County's Chief Information Officer.

2.9 "Compatible" or "Compatibility" has the meaning set forth in *Section 14.0 (Minimum System Requirements)*.

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

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

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

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

2.14 "County Indemnitees" has the meaning set forth in *Paragraph 12.1 (Indemnification)* of *Exhibit A (Additional Terms and Conditions)*.

2.15 "County Materials" has the meaning set forth in *Paragraph 12.1 (Ownership)*.

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

2.17 "County Project Manager" has the meaning set forth in *Paragraph 3.2 County Project Manager)*.

2.18 "Customization" means configurations, custom programming, enhancements and/or modifications to, and/or for operation of, or in connection with the Software, including Source Code, object code and Documentation with respect thereto, provided by Contractor to County under this Agreement, as described in, or as provided by Contractor to meet the applicable Specifications outlined in, the Statement of Work and/or Deliverables delivered pursuant to the Statement of Work. Customizations do not include Third Party Software or Open Source Software.

2.19 "Deficiency" shall mean and include, as applicable to any Work provided by or on behalf of Contractor to County: any malfunction, error, or defect in the design, development, or implementation of Work; any error or omission, or deviation from the Specifications or mutually agreed upon industry standards, or any other malfunction or error, including the provision of negligent workmanship, which results in the System, in whole or in part, not performing in accordance with the Statement of Work and/or Deliverables delivered pursuant to the Statement of Work.

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

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

2.22 "DHS NOC" has the meaning set forth in the Recitals.

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

2.24 "Documentation" means all written materials, including training course materials, Specifications, system designs and design reviews, technical manuals, Third Party licensing Agreements, Open Source Software licenses, restrictions, and/or terms of use, handbooks, flow charts, technical information, reference materials, user manuals, operating manuals and all other user instructions to be delivered by Contractor to County under this Agreement in accordance with the Statement

of Work, regarding the design, capabilities, operation, maintenance, installation and use of the System and/or any component of the System.

2.25 "Effective Date" means the date identified in the Recitals, which is the first date on which this Agreement is executed by an authorized officer of Contractor and approved by the Board.

2.26 "Final System Acceptance" has the meaning set forth in *Paragraph 5.2*.

2.27 "Final System Acceptance Certificate" has the meaning set forth in *Paragraph 5.2*.

2.28 "Final System Acceptance Date" has the meaning set forth in *Paragraph 5.2*.

2.29 "Infringement Claims" has the meaning set forth in *Section 13.0 (Intellectual Property Indemnification)* of *Exhibit A (Additional Terms and Conditions)*.

2.30 "Interfaces" means the software, including Source Code, object code and Documentation with respect thereto, provided by Contractor to County under this Agreement, for the transfer of electronic data and/or software commands between computer systems, applications, or modules, as described in, or as provided by Contractor to meet the applicable Specifications outlined in, the Statement of Work and/or Deliverables delivered pursuant to the Statement of Work. Interfaces include, but are not limited to, the Interfaces which are used to query, store and/or display information to and from the DHS NOC, and to display a visual common operating picture [viewer]. Interfaces do not include Third Party Software or Open Source Software.

2.31 "Invoice Discrepancy Report" or "IDR" has the meaning set forth in *Paragraph 10.7 (Invoice Discrepancy Report)*.

2.32 "Jury Service Program" has the meaning set forth in *Section 33.0 (Compliance with Jury Service Program)* of *Exhibit A (Additional Terms and Conditions)*.

2.33 "Maintenance Services" has the meaning set forth in *Section 16.0 (Extended Maintenance)*.

2.34 "Maximum Contract Sum" has the meaning set forth in *Section 8.0 (Prices and Fees)*.

2.35 "Open Source Software" has the meaning set forth in *Section 13.0 (Third Party Software; Open Source Software)*.

2.36 "Operating System Software" has the meaning set forth in *Section 14.0 (Minimum System Requirements)*.

2.37 "Phases" means, collectively, Phase I and Phase II, each being a "Phase."

2.38 "Phase I" means the first phase of Work to be performed under this Agreement, which includes Tasks 1 through 5 of the Statement of Work and their associated Subtasks and Deliverables.

2.39 "Phase II" means, if elected by County as described in this Agreement, the second phase of Work to be performed under Agreement, which includes Tasks 6 through 10 of the Statement of Work and their associated Subtasks and Deliverables.

2.40 "Project Control Document" or "PCD" has the meaning given to the defined term in the Statement of Work. For the avoidance of doubt, the PCD includes all subcomponents thereof, including the plan of action and milestones schedule.

2.41 "Project Status Reports" has the meaning as set forth in the Statement of Work.

2.42 "Sheriff" means the elected official who is the Sheriff of the County of Los Angeles or such person's designee.

2.43 "Software" means the software programs, including Source Code, object code and Documentation with respect thereto, provided by Contractor to County under this Agreement, as described in, or as provided by Contractor to meet the applicable Specifications outlined in, the Statement of Work and/or Deliverables delivered pursuant to the Statement of Work. Software does not include Third Party Software or Open Source Software.

2.44 "Source Code" means the computer programming code in human readable form that is not suitable for machine execution without the intervening steps of interpretation or compilation, including the tools and developer kits that created and that enable creation of such code. Unless otherwise noted, references herein to Source Code mean Source Code for the System Software and/or components of the System Software.

2.45 "Specifications" means any of the following:

(a) All functional, technical, and operational requirements set forth in the Statement of Work (including the attachments thereto) or otherwise in this Agreement;

(b) All service level and performance requirements and standards for the System set forth in the Statement of Work (including the attachments thereto) or otherwise in this Agreement;

(c) All functional, technical and operational specifications documents and/or reports included as Deliverables in the Statement of Work;

(d) The Documentation;

(e) All additional specifications identified as such by Contractor, including all system design reports provided under this Agreement, acceptable

to County in its sole discretion but only to the extent provided for in any of the foregoing clauses (a) through (d) of this definition;

(f) All written or electronic materials furnished by or through Contractor regarding Contractor's pre-developed and generally available software products, which pertain to any element of the System, and which outline, describe, or specify (i) functionality, (ii) features, (iii) capacity, (iv) availability (v) accuracy, or (vi) any other performance or other criteria for the System or any element of the System, acceptable to County in its sole discretion, but only to the extent not provided for in any of the foregoing clauses (a) through (d) of this definition.

2.46 "Statement of Work" or "SOW" means the Statement of Work, attached as *Exhibit B (Statement of Work)* to this Agreement, together with all attachments thereto, as the same may be amended by any executed Change Order or Amendment.

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

2.48 "System" means the System Software and System Hardware.

2.49 "System Hardware" means the hardware provided by Contractor to County under this Agreement, as described in, or as provided by Contractor to meet the applicable Specifications outlined in, the Statement of Work and/or Deliverables delivered pursuant to the Statement of Work.

2.50 "System Software" means the Software, Interfaces, Customizations, Updates, Open Source Software and Third Party Software, including Operating System Software

2.51 "System Warranty Period" has the meaning set forth in *Section 15.0 (System Warranty)*.

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

2.53 "Task/Deliverable Summary Review Form" has the meaning set forth in *Section 5.0*.

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

2.55 "Term" has the meaning set forth in *Section 7.0 (Term)*.

2.56 "Third Party Software" has the meaning set forth in *Section 13.0 (Third Party Software; Open Source Software)*.

2.57 "Updates" means all upgrades, enhancements, revisions, improvements, bug fixes, patches and modifications, including, without limitation, those required in order to achieve and maintain the System Software's compliance with applicable Federal, State and local laws, rules, regulations and ordinances.

2.58 "Work" means any and all Tasks, Subtasks, Deliverables, goods, services and other work performed or required to be performed by Contractor under to this Agreement, including the Statement of Work and all attachments thereto, all other *Exhibits* and all executed Change Orders and Amendments hereto.

3.0 ADMINISTRATION OF AGREEMENT – COUNTY

3.1 County Project Director.

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

John Sullivan, Lieutenant
Emergency Operations Center
1275 N. Eastern Avenue
Los Angeles, California 90063
Phone: (323) 980-2290
Email: jpsulliv@lasd.org

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

3.1.3 Except as set forth in *Section 6.0 (Change Notices, Change Orders, and Amendments)* of this Agreement, County Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

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

3.2 County Project Manager

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

Scott Anger, Sergeant
Office of Homeland Security
4700 Ramona Boulevard, Room 400
Monterey Park, California 91754
Phone: (323) 981-5917
Email: sanger@lasd.org

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

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

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

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

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

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

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

4.0 ADMINISTRATION OF AGREEMENT – CONTRACTOR

4.1 Contractor Project Director

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

Gerard Skinner
M.C. Dean, Incorporated
4200 Wisconsin Avenue, Suite 200
Washington, DC 20016
Office: (703) 802-6231 ext. 5813
Cell: (571) 436-7137
Email: Gerard.Skinner@mcdean.com

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

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

4.2 Contractor Project Manager

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

Ron Griffin
M.C. Dean, Incorporated
4200 Wisconsin Avenue, Suite 200
Washington, DC 20016
Office: (571) 209-6200 ext. 6278
Cell: (571) 296-6277
Email: Ronald.Griffin@mcdean.com

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

4.2.3 From the Effective Date through the expiration of the Term, Contractor Project Manager shall be available to meet and confer as necessary with County.

4.3 Approval of Contractor's Staff

4.3.1 County approves the proposed Contractor Project Director and Contractor Project Manager listed in *Paragraphs 4.1 and 4.2*. If Contractor desires to replace, or if County, at its discretion, requires removal of, either the Contractor Project Director or the Contractor Project Manager, Contractor

shall provide County with a resume of each such proposed replacement, and an opportunity to interview such person.

4.3.2 Contractor shall ensure that its personnel assigned to provide services under this Agreement are trained and experienced in the technology, trades, and tasks required by the Agreement.

4.3.3 Contractor shall endeavor to assure continuity during the Term of Contractor personnel performing key functions under this Agreement, including systems engineers, programmers, technical support staff and software maintenance technicians, together with Contractor Project Director and Contractor Project Manager. Notwithstanding the foregoing, County Project Director may require removal of any Contractor staff for a lawful, non-discriminatory reason.

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

4.3.5 Contractor shall promptly fill any vacancy in Contractor personnel with individuals having qualifications at least equivalent to those of Contractor personnel being replaced.

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

5.0 WORK; APPROVAL AND ACCEPTANCE

5.1 General. Commencing on the Effective Date, Contractor shall fully and timely perform all Work required pursuant to this Agreement, including under each executed Change Order or Amendment, in accordance with the terms and conditions of this Agreement. If Contractor provides any work, other than as specified in this Agreement, including under any executed Change Order or Amendment, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County.

5.1.1 Contractor acknowledges that, subject to the remainder of this *Section 5.0*, all Work performed under this Agreement is payable on a fixed-price basis in accordance with the terms and conditions of this Agreement, including this *Section 5.0 (Work; Approval and Acceptance)*, *Section 8.0*

(Prices and Fees), and *Section 10.0 (Invoices and Payments)*. Notwithstanding anything herein to the contrary, Contractor must complete all Work required pursuant to this Agreement in order to complete and deliver to County the System. Contractor further acknowledges that the Work and Specifications set forth in the Statement of Work (including all attachments thereto) are functional Specifications, and that it is Contractor's responsibility and risk to design, achieve, and timely deliver the System.

5.1.2 Upon completion of particular Tasks, including all applicable Subtasks, Deliverables, goods, services, and other Work to be provided by Contractor pursuant to this Agreement, including the Statement of Work and any executed Change Order or Amendment, Contractor shall submit a Task/Deliverable Summary Review Form in the form attached as *Exhibit H (Task/Deliverable Summary Review Form)* to County Project Director, together with any supporting documentation reasonably requested by County Project Director, for County Project Director's written approval. All Work shall be completed in a timely manner and in accordance with the requirements and Specifications set forth in this Agreement, including the Statement of Work and the Project Control Document, and must have the written approval of County Project Director, as evidenced by County Project Director's countersignature to the applicable Task/Deliverable Summary Review Form. County Project Director shall approve or disapprove particular Tasks, Deliverables and other Work provided by Contractor pursuant to this Agreement within the time frames set forth in the Project Control Document, or if none, within ten (10) days from the date of Contractor's submission of the applicable Task/Deliverable Summary Review Form. In no event shall County be liable or responsible for payment respecting a particular Task or Deliverable prior to execution of the Task/Deliverable Summary Review Form for such Task or Deliverable.

5.2 Final System Acceptance

Contractor shall achieve Final System Acceptance on or before June 30, 2009. Contractor shall achieve "Final System Acceptance" upon successful completion of all of the following: (a) completion and delivery of Task 9 of the Statement of Work and its associated Subtasks and Deliverables, in each case, in accordance with this Agreement; and (b) County Project Director has provided written approval of Contractor's achievement of Final System Acceptance, as evidenced by County Project Director's countersignature on the "Final System Acceptance Certificate" (see *Exhibit I*) (the date of satisfaction of the foregoing, including written approval thereof shall be referred to as the "Final System Acceptance Date"). County Project Director shall provide such written approval within ten (10) days of Contractor indicating to County Project Director that the condition described in clause (a) of this *Paragraph 5.2* has occurred. In no event shall County be liable or responsible

for payment respecting Final System Acceptance prior to execution of the Final System Acceptance Certificate.

6.0 CHANGE NOTICES, CHANGE ORDERS, AND AMENDMENTS

No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations, or conditions of this Agreement, except through the procedures set forth in this *Section 6.0, Change Notices, Change Orders, and Amendments.*

6.1 General

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

6.1.1 Change Notice. For any change which is clerical or administrative in nature (for example: changes to Contractor or County contact information, or to correct or clarify any published statement, other clerical corrections, etc.) and does not materially affect the scope of Work, period of performance, amount of payments, or any other term or condition included under this Agreement, provided that the change does not increase the Maximum Contract Sum, a Change Notice shall be executed by both the County Project Director and Contractor Project Director, with the concurrence of County Counsel.

6.1.2 Change Order Work.

6.1.2.1 For any Work-related change which either (a) does not materially affect the scope of Work, period of performance, amount of payments, or any other term or condition included under this Agreement, or (b) revises any existing or adds any additional *Attachments* to the Statement of Work to reflect the detail of Deliverables delivered pursuant to the Statement of Work (*e.g.,* updates Attachment B2 (System Components) at the conclusion of Phase I to include a complete set of System components or adds a new attachment to the Statement of Work to include the requirements traceability matrix delivered by Contractor and approved by County under Subtask 5.1 of the Statement of Work), provided in both cases that the change does not increase the Maximum Contract Sum, a Change Order shall be executed upon mutual agreement of both the County Project Director and Contractor Project Director, with the concurrence of County Counsel and, in the case of clause (b), the CIO.

6.1.2.2 Without limiting *Paragraphs 6.1.1 and 6.1.2.1*, for any (a) change related to extensions of time for Contractor performance

which do not impact either the scope of Work or cost of this Agreement and, other than as expressly set forth in this *Paragraph 6.1.2.2*, do not extend the Term, or (b) other change related solely to the scope of Work, including for example, a change in the number of days of on-site versus off-site technical assistance, then in either instance a Change Order shall be mutually agreed upon and executed by Contractor Project Director and the County Project Director, with written concurrence of the County Counsel. With the additional written concurrence of the County Steering Committee (see Statement of Work) and the CIO, a Change Order under this *Paragraph 6.1.2.2* may be used to revise the date set forth in Paragraph 5.2 (Final System Acceptance) by which Contractor must achieve Final System Acceptance to account for any extension of time granted to County from the applicable Federal, State or local granting agency.

6.1.3 Amendment.

6.1.3.1 For any change that provides a consent under *Section 40.0 (Assignment by Contractor) of Exhibit A (Additional Terms and Conditions)*, a negotiated Amendment to this Agreement shall be executed by an authorized representative of County and an authorized officer of Contractor. The County Project Director, with the written concurrence of County Counsel, is authorized to act on behalf of County for all changes under this *Paragraph 6.1.3.1* which do not increase the Maximum Contract Sum.

6.1.3.2 Subject to *Paragraph 6.1.3.1*, for any change that materially affects the scope of Work, period of performance, amount of payments, or any other term or condition of this Agreement, then a negotiated Amendment to this Agreement shall be executed by the Board and an authorized officer of Contractor.

6.1.3.3 The Board or County's 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 Board or County's Chief Executive Officer. To implement such changes, an Amendment to the Agreement shall be prepared and executed by the Sheriff and an authorized officer of Contractor.

6.2 Change Order Detail.

Any "Change Order" proposed or executed by the parties shall be in the form attached hereto as *Exhibit G (Change Order)*, and shall include:

6.2.1 A functional description of the Work to be performed under the Change Order and a statement, signed by Contractor Project Director, which statement explains and certifies that such Work does not materially affect the scope of Work, but is nonetheless outside the scope of Work required of Contractor under this Agreement, and that the Change Order is required in order for Contractor to deliver the System;

6.2.2 If for Customizations or Interfaces, functional Specifications;

6.2.3 Final delivery date for completed Work, including any post-delivery acceptance period as may be applicable; and

6.2.4 If applicable, a revised Task and Deliverable completion schedule under the Statement of Work for the remaining Work (*i.e.*, other than the Work requested under the Change Order).

6.3 Audit of Change Order/Amendment Work.

County is entitled to audit, in accordance with *Section 42.0 (Records, Audits, and Public Records Act)* of *Exhibit A (Additional Terms and Conditions)*, Contractor's compliance with *Section 6.0 (Change Notice, Change Orders, and Amendments)* in respect of Work performed pursuant to a Change Order or an Amendment.

7.0 TERM

The term of this Agreement shall commence upon the Effective Date and shall continue through expiration of the System Warranty Period, unless terminated earlier in whole or in part, as provided in this Agreement (the "Term").

Contractor shall notify the Department when this Agreement is within six (6) months from the expiration of the Term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the County Project Director at the address herein provided in *Paragraph 3.1.1*.

8.0 PRICES AND FEES

8.1 General. Subject to *Section 5.0 (Work; Approval and Acceptance)* and the remainder of this *Section 8.0*, attached to this Agreement as *Exhibit C (Price and Schedule of Payments)* is a schedule of all fees applicable to this Agreement, along with a payment schedule for completion of all Work under both Phases, including the System and all other Work, under this Agreement.

8.2 Maximum Contract Sum. The "Maximum Contract Sum" under this Agreement shall be the total monetary amount that would be payable by County to Contractor for supplying all Work under both Phases, including the System and all other Work, under this Agreement for the Term. The Maximum Contract Sum for this Agreement, including applicable Taxes, authorized by County hereunder shall in no event, expressly or by implication, exceed $2,700,000 and shall be allocated

among Phase I and Phase II as set forth in *Exhibit C (Price and Schedule of Payments)*.

Contractor shall perform and complete all Work required of Contractor by this Agreement in exchange for the amounts to be paid to Contractor as set forth in this Agreement but in any event, not in excess of the Maximum Contract Sum. Contractor acknowledges and agrees that the Maximum Contract Sum is an all-inclusive, not-to-exceed price that is an agreed upon assessment of the amount to be paid by County to Contractor in exchange for Contractor delivering to County, and County accepting, within the required delivery schedule, all Work under both Phases, including the System and all other Work, under this Agreement.

8.3 Taxes. The amounts set forth on *Exhibit C (Price and Schedule of Payments)* include all amounts necessary for County to reimburse Contractor for all applicable California and other state and local Taxes on all System Hardware, System Software and other Work procured by County from Contractor. In addition, County shall be liable for Taxes for System Software that is not transmitted to the County electronically, but only to the extent such Taxes are required by law. County shall not be liable or responsible for reimbursement of any Taxes associated with such procurement except as set forth on *Exhibit C (Price and Schedule of Payments)*. Contractor will be solely liable and responsible for, and shall pay such Tax directly to, the state or other taxing authority. In addition, Contractor shall be solely responsible for all Taxes based on Contractor's income or gross revenue, or personal property Taxes levied or assessed on Contractor's personal property to which County does not hold title, and, accordingly, shall not invoice County for any such Taxes.

8.4 Shipping Charges. The amounts set forth on *Exhibit C (Price and Schedule of Payments)* include all amounts necessary for County to reimburse Contractor for all applicable shipping charges for all Deliverables requiring shipping under this Agreement or otherwise occurring as a result of this Agreement. The pricing included in each executed Change Order and Amendment executed following the Effective Date shall include, among other things, all applicable shipping charges for all deliverables requiring shipping under such Change Order or Amendment or otherwise due as a result of such Change Order or Amendment. Contractor shall be solely responsible, and shall pay such shipping charges to, the applicable carrier.

9.0 COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS

Notwithstanding any other provision of this Agreement, either expressly or by implication, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until the Board appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were

appropriated, and such termination shall be deemed a termination for convenience pursuant to *Section 6.0 (Termination for Convenience; Suspension)* of *Exhibit A (Additional Terms and Conditions)*. County shall endeavor to notify Contractor in writing of any such non-appropriation of funds at the earliest possible date.

10.0 INVOICES AND PAYMENTS

10.1 Approval and Payment of Invoices. All invoices submitted by Contractor for payment must have the written approval of County Project Director, and shall be accompanied by the applicable Task/Deliverable Summary Review Form(s) and, if applicable, Final System Acceptance Certificate, both of which shall bear the County Project Director's countersignature, as applicable, prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval, which written approval County Project Director shall provide within ten (10) days of presentation of a Contractor invoice unless the County disputes the invoice pursuant to *Section 2.0* of *Exhibit A (Additional Terms and Conditions)* or issues an IDR under *Paragraph 10.7 (Invoice Discrepancy Report (IDR))*. The Contractor's invoices shall be priced in accordance with *Exhibit C (Price and Schedule of Payments)*. County shall pay invoices within thirty (30) days of County Project Director's written approval thereof.

10.2 Submission of Invoices.

10.2.1 Except as expressly described in *Paragraph 10.2.2*, Contractor shall invoice County upon completion of Tasks, Subtasks, Deliverables, goods and services and other Work which are specified in this Agreement, *Exhibit B (Statement of Work)*, *Exhibit C (Price and Schedule of Payments)*, or any executed Change Orders or Amendments, as applicable, and which have been approved in writing by County pursuant to the applicable provisions of *Section 5.0 (Work; Approval and Acceptance)*.

10.2.2 Provided that Contractor is in full compliance with *Paragraph 12.2.4* of *Exhibit A (Additional Terms and Conditions)*, the Sheriff may determine in such person's sole discretion that it is necessary for Contractor to invoice County, and in turn for County to pay Contractor, for one or more Tasks, Subtasks, Deliverables, goods, services or other Work which are specified in this Agreement, *Exhibit B (Statement of Work)*, *Exhibit C (Price and Schedule of Payments)*, or any executed Change Orders or Amendments, prior to Contractor's completion and County's written approval thereof, as would otherwise be required under *Paragraph 10.2.1* and the applicable provisions of *Section 5.0 (Work; Approval and Acceptance)*. In such case, County Project Director will notify Contractor in writing of the specific Tasks, Subtasks, Deliverables, goods, services or other Work for which the Sheriff has made such a determination. Contractor shall thereafter

submit one or more invoices for such Tasks, Subtasks, Deliverables, goods, services or other Work, which invoices shall be in accordance, and subject to, all requirements of this *Section 10.0* other than *Paragraphs 10.2.1* and, solely with respect to providing the applicable Task/Deliverable Summary Review Form and/or Final System Acceptance Certificate, *10.3.2*. Any determination by the Sheriff under this *Paragraph 10.2.2*, and any payment by County of any invoices submitted by Contractor under this *Paragraph 10.2.2*, are in no way intended to limit, and shall not limit, *Paragraphs 5.1*, *5.1.2 and/or 5.2 (Final System Acceptance)* or any other provision of this Agreement obligating Contractor to fully and timely perform all Work specified under this Agreement and/or providing County approval rights over Work performed under this Agreement. Without limiting the foregoing, with respect to any payment by County under this *Paragraph 10.2.2*, all applicable of the following shall apply:

(i) Should Contractor thereafter fail to fully and timely perform in accordance with the terms of this Agreement, the Tasks, Subtasks, Deliverables, goods, services or other Work to which such payment relates, Contractor shall within thirty days reimburse County for such payment.

(ii) Should County terminate this Agreement pursuant to any of the applicable provisions of this Agreement, Contractor shall within thirty days reimburse County for all amounts paid under this *Paragraph 10.2.2* for which Contractor has not, as of the effective date of such termination, fully and timely performed in accordance with the terms of this Agreement, the corresponding Tasks, Subtasks, Deliverables, goods, services or other Work to which such amounts relate.

(iii) Should County, in its sole discretion, prior to initiation of Phase II, determine not to proceed with Phase II, Contractor shall within thirty days reimburse County for all amounts paid under this *Paragraph 10.2.2* with respect to Phase II.

The rights specified in this *Paragraph 10.2.2* shall not restrict or limit any other rights or remedies provided to County under this Agreement, at law or in equity.

10.2.3 Contractor shall mail an original and submit one copy of each invoice, by mail, facsimile or electronic mail transmission, for payment to the following addresses:

Office of Homeland Security
4700 Ramona Boulevard, Room 400
Monterey Park, California 91754
Phone: (323) 981-5917
Attn: Scott Anger, Sergeant

10.3 Detail. Each invoice submitted by Contractor shall include:

10.3.1 County's Agreement number and billing period.

10.3.2 The Tasks, Subtasks, Deliverables, goods, services, or other Work as described in *Exhibit B (Statement of Work)* and *Exhibit C (Price and Schedule of Payments)* for which payment is claimed, including a copy of all applicable fully executed Task/Deliverable Summary Review Forms and Final System Acceptance Certificate (if applicable) evidencing County Project Director's approval of such Work, and the amount of payment therefore.

10.4 No Partial or Progress Payments. Contractor shall be entitled to payment in respect of a Task, Subtask or Deliverable, or other Work, only upon successful completion by Contractor, and approval by County of such Task, Subtask or Deliverable, or other Work.

10.5 No Out-of-Pocket Expenses. Contractor acknowledges that out-of-pocket expenses, including travel, meal, and lodging expenses, are not reimbursable by County. Accordingly, Contractor's invoices shall not include out-of-pocket expenses.

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

10.7 Invoice Discrepancy Report (IDR). The County Project Manager or designee shall review all invoices for any discrepancies and issue an IDR (See *Exhibit D*) to Contractor within ten (10) days of receipt of invoice if payment amounts are disputed. Contractor shall review the disputed charges and submit to the County Project Manager a written explanation detailing the basis for the charges within ten (10) days of receipt of the IDR from the County Project Manager. If the County Project Manager does not receive a written response from Contractor within ten (10) days of County's notice to Contractor of an IDR, then County payment will be made, less the disputed charges. The disputed charges may be submitted to the Dispute Resolution Procedures as defined in *Section 2.0* of *Exhibit A (Additional Terms and Conditions)*.

11.0 PRODUCTION USE OF THE SYSTEM

Prior to Final System Acceptance by County, County shall have the right to use, in production mode, any completed portion of the System, without any additional cost to County where County determines that it is necessary for County operations. Such production use shall not restrict Contractor's performance under this Agreement and shall not be deemed to be Final System Acceptance by County.

12.0 OWNERSHIP; OTHER PROPRIETARY CONSIDERATIONS

12.1 Ownership. Contractor acknowledges and agrees that (a) the System, including the System Hardware and System Software (other than Third Party Software and Open Source Software), (b) all of County's confidential information described in *Section 3.0 (Confidentiality) of Exhibit A (Additional Terms and Conditions)*, (c) all materials, plans, reports, acceptance test criteria, acceptance test plans, project schedules, project control documents, training materials, departmental procedures and processes, deliverables, developed by County or by Contractor pursuant to and for delivery to County under this Agreement, and/or (d) all data and/or other information collected, generated, calculated and/or otherwise contained within or managed by the System, together, in the case of all of clauses (a) through (d), with all intellectual property rights therein including copyright, patent rights, trademarks, registered designs and trade secrets, but, in the case of all of clauses (a), (b) and (c), other than the Contractor Materials (collectively "County Materials"), shall be the sole and exclusive property of County. Contractor hereby assigns and transfers to County all of Contractor's right, title and interest in and to all County Materials, provided that notwithstanding such County ownership, Contractor may retain possession of all working papers prepared by Contractor. During the term of this Agreement, and for a minimum of five (5) years subsequent thereto, Contractor shall retain any and all such working papers. County shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein. Third Party Software shall remain the property of the applicable third party, subject to the license granted under *Section 13.0* below. Open Source Software shall be governed by the applicable Open Source Software licensing and use restrictions.

12.2 Obligation to Maintain and Support. Notwithstanding County's right of ownership to the System provided for in *Paragraph 12.1*, Contractor shall, at County's discretion and for proper consideration therein, provide future System Software maintenance and support (*Section 16.0*) to County, on an annual basis commencing after the expiration of the System Warranty Period (*Section 15.0*).

12.3 Delivery of Source Code and Documentation.

12.3.1 Notwithstanding anything to the contrary in *Paragraph 5.2 (Final System Acceptance)*, Contractor shall deliver to County full and complete copies of all Source Code and Documentation for the System as a precondition to

achieving Final System Acceptance as specified in the Statement of Work. During the System Warranty Period, Contractor shall deliver full and complete copies of all Source Code for Interfaces, Customizations and/or Updates upon delivery to County of the corresponding object code for such Interfaces, Customizations and/or Updates.

12.3.2 Without limiting Contractor's obligations under *Paragraph 12.3.1*, the Source Code delivered by Contractor under *Paragraph 12.3.1* for the Open Source Software shall include Source Code for the baseline version of the Open Source Software and all of Contractor's modifications thereto under this Agreement. Contractor shall additionally inform County Project Director where the Source Code for the baseline version of the Open Source Software is catalogued and maintained.

12.3.3 Contractor shall deliver full and complete copies of all updated Documentation when available, it being understood that Contractor is obligated to prepare updated Documentation for any material revisions to the System Software or any component of the System Software.

12.4 Transfer Documentation. Upon request of County, Contractor shall execute all documents requested by County and shall perform all other acts requested by County to assign and transfer to, and vest in County, all Contractor's right, title and interest in and to the County Materials. County shall have the right to register all copyrights and patents in the name of County of Los Angeles. Further, County shall have the right to assign, license or otherwise transfer any and all County's right, title and interest in and to the County Materials.

12.4 Copyright Notices. As requested in writing by County Project Director, Contractor shall affix the following notice to County Materials developed under this Agreement: "©Copyright 200_ (or such other date of first publication), County of Los Angeles. All rights reserved". Contractor shall affix such notice as directed by County.

12.5 Protection of County Materials. Contractor shall take all reasonable actions necessary or advisable to protect all such County Materials from loss or damage by any cause, including fire, theft or other catastrophe.

12.6 Contractor Materials. Any materials which are developed or originally acquired by Contractor outside the scope of this Agreement and specifically identified to County Project Director as such, together with all intellectual property rights therein including copyright, patent rights, trademarks, registered designs and trade secrets (collectively in this *Section 12.0* "Contractor Materials"), which Contractor desires to use hereunder and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County as proprietary, confidential or trade secret, and shall be plainly and prominently marked by Contractor as "PROPRIETARY", "CONFIDENTIAL" OR "TRADE

SECRET", as the case may be. County shall not be obligated in any way under this Agreement for:

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

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

12.6.3 Any materials indicating the volume, frequency and type of goods and services provided by Contractor, including, but not limited to use under *Section 25.0 (Re-solicitation of Bids, Proposals, or Information) of Exhibit A (Additional Terms and Conditions)*.

12.7 License to Contractor Materials. Contractor hereby grants to County for the use of County and all of its users, an irrevocable, perpetual, nonexclusive, non-terminable, no cost license to use, modify and reproduce all Contractor Materials for its own use.

12.8 Protection of Contractor Materials. Subject to *Paragraph 12.6 and Paragraph 42.4 (Public Records Act) of Exhibit A (Additional Terms and Conditions)*, County will use reasonable means to ensure that the Contractor Materials are safeguarded and held in confidence. Subject to *Paragraph 12.6 and Paragraph 42.4 (Public Records Act) of Exhibit A (Additional Terms and Conditions)*, County agrees not to reproduce, distribute or disclose to non-County entities (other than outside counsel or consultants subject to nondisclosure agreements or obligations) Contractor Materials, without prior written permission of Contractor or as required by law or pursuant to *Section 2.0 (Dispute Resolution Procedure)* of *Exhibit A (Additional Terms and Conditions)*.

13.0 THIRD PARTY SOFTWARE; OPEN SOURCE SOFTWARE

13.1 Contractor hereby represents and warrants that none of the System Software is owned by third parties, other than as expressly identified on *Attachment B2 (System Components)* to the Statement of Work as Third Party Software, which includes Operating System Software ("Third Party Software"). Contractor represents and warrants that it has not modified and shall not modify, nor does Contractor have any need to modify, Third Party Software in order for the System Software to fully perform in accordance with all requirements of this Agreement. Contractor represents and warrants that all Third Party Software is provided to County in the same unmodified form as received by Contractor from the applicable third party. Contractor represents and warrants that Third Party Software shall, together with the remainder of the System Software, fully satisfy all requirements of this Agreement without the need for any modification of Third Party Software by Contractor or otherwise. Contractor shall convey to County fully paid licenses for Third Party Software used in the System, as defined in the

Statement of Work, and all such Third Party Software shall carry applicable licensing restrictions as established by the applicable third party owner.

13.2 County acknowledges that it may have to execute certain third party license agreements in respect of such Third Party Software. These third party license agreements shall be at no additional cost to County. To the extent that any such third party license agreement conflicts with this Agreement or in any way restricts County's full use and enjoyment of the System Software as contemplated herein, Contractor shall take all necessary action and pay all sums required for County fully to enjoy all the rights and benefits in respect of the System Software granted under this Agreement. Contractor shall promptly and at no cost to County, either: (a) obtain a license from the appropriate third party which shall enable Contractor to modify such Third Party Software, and Contractor shall provide all necessary modifications, or (b) to the extent that Contractor is unable to obtain such a license, provide an Update or alternative solution, which is functionally equivalent, in lieu of modifying such Third Party Software.

13.3 Without limiting in any way *Paragraphs 13.1 and 13.2*, Contractor acknowledges and agrees to deliver to County, in fulfillment of the conditions set forth in this Agreement, all required Compatible Operating System Software as may be delivered with the System Hardware, or any additional required Compatible Operating System Software licenses which would be required in order for Contractor to fulfill its obligations pursuant to this Agreement, which shall be fully Compatible with the System Software in order that County may fully enjoy the functionality of the System Software.

13.4 Contractor hereby represents and warrants that none of the System Software is open source software, other than as expressly identified as such on *Attachment B2 (System Components)* to the Statement of Work ("Open Source Software"). Contractor represents and warrants that any modifications to the Open Source Software are permitted by the applicable Open Source Software licensing and use restrictions. Contractor represents and warrants that Open Source Software shall, together with the remainder of the System Software, fully satisfy all requirements of this Agreement.

14.0 MINIMUM SYSTEM REQUIREMENTS

Exhibit B (Statement of Work) and/or Deliverables delivered pursuant to the Statement of Work shall include minimum requirements for System Hardware and operating system software ("Operating System Software") that shall be Compatible (as defined below) with the System Software, including any Customizations and Interfaces, and any Updates thereto, which are required for County to enjoy and exercise fully its rights in respect of the System. The Statement of Work and/or Deliverables delivered pursuant to the Statement of Work shall provide Specifications for installation of the System Hardware and Operating System Software in order to achieve Compatibility with the System Software, along with recommended System Hardware makes and model numbers.

As used in this Agreement, "Compatible" or "Compatibility" means that the applicable System Hardware and Operating System Software as set forth in the Statement of Work and/or Deliverables delivered pursuant to the Statement of Work are capable of supporting, operating, and otherwise performing all anticipated functions of such System Hardware or Operating System Software, as the case may be, when used in conjunction with the System Software, including any Customizations, Updates, and Interfaces thereto.

15.0 SYSTEM WARRANTY

15.1 System Warranty. Contractor represents, warrants, and covenants to County that for the System Warranty Period, the System taken as a whole including all System Hardware, Software, Customizations, Interfaces, Updates, Open Source Software and Third Party Software, shall perform fully in accordance with the Specifications and otherwise with this Agreement. As used in this Agreement, the "System Warranty Period" means the period commencing on the Final System Acceptance Date and continuing for 180 calendar days thereafter

15.2 Warranty Support. During the System Warranty Period, the Contractor's personnel shall be available by telephone, email and over the internet (web access), unless otherwise required to comply with the Contractor's obligations to provide Maintenance Services.

15.3 Warranty Services. Contractor acknowledges and agrees that, as part of the System Warranty Period provided to County, Contractor shall be required to provide any and all services necessary to remedy Deficiencies occurring during the System Warranty Period with respect to the System, including repairing, replacing, or reinstalling all or any part of the System Hardware or System Software, or other material, or creating an Update, including maintenance of System Hardware and Operating System Software Compatibility, in order to remedy a Deficiency. Contractor further acknowledges and agrees that no Deficiency shall be deemed remedied until all necessary remedial action has been completed and approved in writing by County Project Director in accordance with the procedures set forth in *Section 5.0 (Work; Approval and Acceptance.*

16.0 EXTENDED MAINTENANCE AND SUPPORT SERVICES

16.1 General. County is not required, but desires, to acquire maintenance and support services from Contractor after the expiration of the System Warranty Period (*Section 15.0*). In exchange for County's payment of future maintenance fees to be agreed upon by the parties and documented (together with such service level agreements, credits, and other terms and conditions as the parties mutually agree) under a mutually agreed upon amendment to this Agreement or separate agreement, Contractor shall provide maintenance and support services (collectively, "Maintenance Services") to County for the System Software in accordance with the terms and conditions of such amendment or separate

agreement. Contractor's responsibility to provide Maintenance Services in exchange for County's payment of future maintenance fees shall survive the Term of this Agreement (see *Survival, Section 23.0*). In the event that County elects to not purchase Maintenance Services, Contractor shall not be responsible to provide System Software Maintenance.

Contractor's future obligation to provide Maintenance Services shall be limited to the System Software as designed, customized and/or configured by Contractor pursuant to this Agreement, inclusive of all Customizations and Interfaces designed herein and all Updates provided by Contractor from time to time. Contractor shall have no future obligation to maintain any component of the System Software not originally created by Contractor pursuant to the Work required under this Agreement (non-created works), or as changed or amended (*Section 6.0*) from time to time during the Term. Notwithstanding Contractor's release from this provision of maintenance for non-created works, Contractor may elect to provide maintenance and support for such non-created works at the discretion of the County, and for proper consideration therein.

16.2 Maintenance Services may include (a) correction of any and all Deficiencies, (b) provision of Updates to the System Software, including all Customizations and Interfaces (see *Paragraph 12.1, Ownership*) executed thereto pursuant this Agreement, (c) 24-hour / seven (7) days-per-week online and telephonic support (one-hour response time) consultation (*Paragraph 16.3*) and (d) to the extent that either or both of the System Hardware or Operating System Software are not Compatible with the System Software, provide Updates to the System Software and/or Hardware to achieve Compatibility or, to the extent that Updates will not achieve Compatibility, reimburse County for the price County paid to acquire such System Hardware or Operating System Software so that County may procure hardware or operating system software which is Compatible with the System Software.

16.3 Contractor acknowledges and agrees that, as part of Maintenance Services provided to County, Contractor may be required to repair, replace, or reinstall the System Software, or other material, or create an Update, including maintenance of System Hardware and Operating System Software Compatibility, in order to remedy a Deficiency.

17.0 RESERVED

18.0 RESERVED

19.0 LIQUIDATED DAMAGES

19.1 If the County Project Director determines that there is a Deficiency in the performance of this Agreement, the County Project Director will provide a written notice to the Contractor to correct the Deficiency within specified time frames. Should the Contractor fail to correct the Deficiency within said time frame and, if

applicable, following completion of the levels of the Dispute Resolution Procedures set forth in *Paragraphs 2.3.1* through *2.3.3* of *Exhibit A (Additional Terms and Conditions)* with respect to such Deficiency, but irrespective of whether a dispute still exists following such completion, the County Project Director may:

19.1.1 Deduct from the Contractor's payment, pro rata, those applicable portions of the Maximum Contract Sum that are specifically related to the Deficiency; or

19.1.2 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 the said amount. Said amount shall be deducted from the County's payment to the Contractor; or

19.1.3 Upon giving five (5) days notice to the Contractor for failure to correct the Deficiency, the County may correct the Deficiency 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 County.

19.2 The action noted in *Paragraph 19.1* shall not be construed as a penalty, but as an adjustment of payment to Contractor to recover the County cost due to the failure of Contractor to complete or comply with the provisions of this Agreement.

19.3 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 in equity, and shall not, in any manner, restrict or limit the County's right to terminate the Agreement as agreed to herein.

20.0 CONTRACTOR'S OFFICES

Contractor's business offices are located at: 4200 Wisconsin Avenue, Suite 200, Washington, DC 20016. Contractor shall notify County of any change in its business address at least ten (10) calendar days prior to the effective date thereof.

21.0 NOTICES

All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (a) by hand with signed receipt; (b) by first-class registered or certified mail, postage prepaid; (c) by facsimile or electronic mail

transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid; or (d) by overnight commercial carrier, with signed receipt. Notice is deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing, or on the date of signature receipt by the receiving part of any overnight commercial carrier delivery. Addresses may be changed by either party giving ten (10) days prior notice in accordance with the procedures set forth above, to the other party.

To County: (1) Office of Homeland Security
4700 Ramona Boulevard, Room 400
Monterey Park, California 91754
Attention: Sergeant Scott Anger

with a copy to:

(2) Los Angeles County Sheriff's Department
Legal Advisory Unit
4700 Ramona Boulevard, Suite 225
Monterey Park, CA 91754-2169
Attention: Mona Whittouck
Facsimile: (323) 415-3745

To Contractor: M.C. Dean, Inc.
4200 Wisconsin Avenue, Suite 200
Washington, DC 20016

Attention: Gerard Skinner
Facsimile: [ ]

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

22.0 ARM'S LENGTH NEGOTIATIONS

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

23.0 SURVIVAL

The following *Sections* of this *Agreement* shall survive its expiration or termination for any reason: *1, 2, 10, 12, 13, 15, 16, 21, 22, and 23*, and all the terms and conditions set forth in *Exhibit A (Additional Terms and Conditions)*.

[Intentionally Left Blank]

AGREEMENT
BETWEEN COUNTY OF LOS ANGELES
AND
M.C. DEAN, INC.

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

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

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

By _____
Deputy

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

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

By _____
Deputy

M.C. DEAN, INC.
Contractor

Signed: _____
Printed: WILLIAM H. DEAN
Title: CEO/PRESIDENT

76852

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

By _____
Amanda M. L. Drukker
Senior Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

51 DEC 02 2008

SACHI A. HAMAI
EXECUTIVE OFFICER

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

for

NATIONAL OPERATIONS CENTER (NOC)

CONNECTIVITY PROJECT

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EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

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

1.0 SUBCONTRACTING

1.1 General

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

1.2 Procedure for Subcontracting

If Contractor desires to subcontract more than twenty percent (20%) of its performance, obligations, or responsibilities under the Agreement to any subcontractor, Contractor shall adhere to the following procedures.

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

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

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

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

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

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

The County Project Director will review Contractor's request to subcontract and determine, in his discretion, whether or not to consent to such request on an individual basis. Without limiting in any way County's prior approval rights, Contractor shall deliver to the County Project Director a fully executed copy of each subcontract entered into by Contractor pursuant to this *Subparagraph 1.2.4*, on or immediately after the effective date of the subcontract but in no event later than the date any Work is performed under the subcontract.

1.2.5 Contractor shall obtain an executed *Acknowledgment, Confidentiality and Assignment Agreement* (see *Exhibit F*) for each of subcontractor's employees performing Work under the subcontract, with such changes as are approved in advance by County Project Director. Such contracts shall be delivered upon request to the County Project Director on or immediately after the effective date of the particular subcontract but in no event later than the date any such employee commences performing Work under the subcontract.

1.3 Contractor Responsibilities.

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

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

1.3.3 In the event that County consents to any subcontracting, Contractor shall cause the subcontractor, on behalf of itself, its successors and administrators, to assume and be bound by and shall be deemed to have assumed and agreed to be bound by each and all of the provisions of the

Agreement and any amendment hereto as it relates to or affects the Work performed by subcontractor hereunder.

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

1.3.5 Notwithstanding *Paragraph 1.2* of this *Exhibit*, with respect to all subcontractors, Contractor shall provide County Project Director with a fully-executed copy of each subcontract under this Agreement prior to the applicable subcontractor's performance of Work hereunder. Additionally, irrespective of whether expressly listed, all subcontractor personnel shall be subject to the terms and conditions of this Agreement relating to Contractor staff and/or personnel (*e.g., Paragraph 4.3 (Approval of Contractor's Staff)* of the body of the Agreement and *Section 34.0 (Background and Security Investigations)* of this Agreement) as if such subcontractor personnel were Contractor staff and/or personnel.

2.0 DISPUTE RESOLUTION PROCEDURE

2.1 General

Contractor and County agree to act immediately to resolve mutually any disputes that may arise with respect to the Agreement. All such disputes shall be subject to the provisions of this *Section 2.0 (Dispute Resolution Procedure)* (such provisions are collectively referred to as the "Dispute Resolution Procedures"), except as specified in *Paragraph 2.5 (Not Applicable to County's Right to Terminate)*. Time is of the essence in the resolution of disputes.

2.2 Continued Work

Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance of Work which County determines should be delayed as a result of the existence of such dispute. County shall communicate to Contractor in writing any decision of County to delay performance.

2.2.1 If Contractor fails to continue without delay its performance hereunder, other than with respect to Work which County has determined should be delayed as a result of the existence of such dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such

costs. Contractor shall promptly reimburse County for such County costs, subject to the mutual agreement or adjudication of the Dispute Resolution Procedure between the Contractor and County, or County may deduct or offset all such additional costs from any amounts due to Contractor from County.

2.2.2 If County fails to continue without delay to perform its responsibilities under the Agreement, other than with respect to Work which County has determined should be delayed as a result of the existence of such dispute, then any additional costs incurred by Contractor or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the mutual agreement or adjudication of the Dispute Resolution Procedure between the Contractor and County.

2.3 Dispute Resolution Procedure

Each dispute for which a party desires to use the Dispute Resolution Procedure shall be submitted by such party to the other party in writing immediately, but in no event later than three (3) Business Days after such dispute arises. Failure to submit any dispute within such timeframe shall constitute a waiver of the Dispute Resolution Procedure with respect to such dispute. County and Contractor shall proceed as follows with respect to each submitted dispute:

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

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

2.3.3 If the Project Directors are unable to resolve the dispute within a reasonable time not to exceed ten (10) Business Days from the date of submission of the dispute, then the matter shall be immediately submitted to Contractor's president or chief operating officer and the Sheriff. These persons shall have an additional five (5) Business Days to attempt to resolve the dispute.

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

2.4 Documentation of Dispute Resolution Procedures

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

2.5 Not Applicable to County's Right to Terminate

Notwithstanding any other provision of the Agreement, County's right to terminate the Agreement pursuant to *Section 4.0 (Termination for Insolvency)*, *Section 6.0 (Termination for Convenience, Suspension)*, or *Section 7.0 (Termination for Improper Consideration)*, in each case, of this *Exhibit*, or any other termination provision hereunder, shall not be subject to the Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

2.6 Disputes Regarding Notices of Termination; Cure Periods

For purposes of determining when a dispute has arisen with respect to each of (a) a notice of termination delivered by County under *Section 5.0 (Termination for Default)* of this *Exhibit* or (b) a notice of Deficiency under *Section 19.0 (Liquidated Damages)* of the body of the Agreement, unless the parties mutually agree on another date, a dispute shall be deemed to have arisen as of the date on which such notice is deemed given under *Section 21.0 (Notices)* of the body of the Agreement. Any applicable cure period as described in *Paragraph 5.1* of this *Exhibit* and any specified time frame described in *Paragraph 19.1* of the body of the Agreement, as the case may be, shall be suspended while an applicable dispute is pending under the levels of the Dispute Resolution Procedures set forth in *Paragraphs 2.3.1* through *2.3.3* of this *Exhibit*. If the dispute is resolved in favor of County or if a dispute exists following completion of such levels, the applicable cure period or specified time frame, as the case may be, shall automatically resume, without requiring any further action by any person.

3.0 CONFIDENTIALITY

3.1 General.

3.1.1 Contractor shall maintain the confidentiality of all County Materials and other County records and information, events or circumstances which occur during the course of Contractor's performance under the

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

3.1.2 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 3.0*, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this *Section 3.0* 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 make any admission, in each case, on behalf of County without County's prior written approval.

3.1.3 Contractor shall inform all of its directors, officers, shareholders, employees, and agents providing services hereunder of the confidentiality provisions of the Agreement. Contractor shall provide to County an executed *Acknowledgment, Confidentiality and Assignment Agreement* (*Exhibit F* to the *Agreement*) for each of its employees performing Work under the Agreement. Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person, or entity to which Contractor discloses such confidential information.

3.2 Disclosure of Information

3.2.1 With respect to any confidential information described in *Paragraph 3.1* obtained by Contractor pursuant to the Agreement or otherwise, Contractor shall: (a) not use any such confidential information for any purpose whatsoever other than carrying out the express terms of the Agreement; (b) promptly transmit to County all requests for disclosure of any such confidential information; (c) not disclose, except as otherwise

specifically permitted by the Agreement, any such records or information to any person or organization other than County without County's prior written authorization that the confidential information is releasable; and (d) at the expiration or termination of the Agreement, return all such confidential information to County or maintain such confidential information according to the written procedures sent to Contractor by County for this purpose.

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

3.3 Use of County Name

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

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

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

3.3.3 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded the Agreement with County, provided that the requirements of this *Paragraph 3.3 (Use of County Name)* (other than the requirements set forth in *Subparagraph 3.3.2*) shall apply.

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

3.4 Injunctive Relief

Contractor acknowledges that a breach by Contractor of this *Section 3.0 (Confidentiality)* may result in irreparable injury to County that may not be adequately compensated by monetary damages and that, in addition to County's other rights under the Agreement and at law and in equity, County shall have the right to injunctive relief to enforce the provisions of this *Section 3.0 (Confidentiality)*.

4.0 TERMINATION FOR INSOLVENCY

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

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

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

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

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

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

4.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects the Agreement, County may elect to retain its rights under the Agreement, as provided under Section 365(n) of the United States Bankruptcy Code (11 U.S.C. Section 365(n)). Upon written request by County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow County to exercise all of its rights and benefits under the Agreement. The foregoing shall survive the termination or expiration of the Agreement for any reason whatsoever.

5.0 TERMINATION FOR DEFAULT

5.1 Event of Default

County may, upon notice to Contractor and, if applicable, following completion of the levels of the Dispute Resolution Procedures set forth in *Paragraphs 2.3.1* through *2.3.3* of this *Exhibit* but irrespective of whether a dispute still exists following such completion, terminate the whole or any part of the Agreement if:

(a) Contractor fails to perform or provide any Work within the times specified in the Agreement; or

(b) Contractor breaches or fails to perform or comply with any of the other provisions of the Agreement,

in each case, including the applicable cure periods, if any (if no cure period is specified in the Agreement, Contractor shall have ten (10) days following notice from the County Project Director specifying such breach or failure to cure prior to termination under this *Section 5.0 (Termination for Default)*, or such longer period as the County Project Director may authorize, in writing, but in no event shall the period, as extended by the County Project Director, exceed thirty (30) days), provided that nothing in this *Paragraph 5.1* shall in any way limit or modify any rights of County or obligations of Contractor relating to timely performance by Contractor as otherwise set forth in the Agreement.

5.2 Deemed Termination for Convenience

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

5.3 Completion of Work

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

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

6.0 TERMINATION FOR CONVENIENCE, SUSPENSION

6.1 Termination for Convenience

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

6.2 Suspension

County, at its convenience, and without further liability except as herein specified, may suspend Contractor's performance under this Agreement, in whole or in part, by written notice personally delivered to Contractor specifying the effective date and extent of the suspension.

6.2.1 Contractor shall immediately discontinue all services unless otherwise indicated by County Project Director.

6.2.2 Upon request of County Project Director, Contractor shall surrender and deliver to County Project Director within seven (7) days from receipt of said request, all requested drawings, designs, specifications, notes, data, reports, estimates, summaries, or other information relative to the System and other Work, whether complete or in process, as may have been accumulated by Contractor.

6.2.3 Unless otherwise specified by County, County's license rights shall continue for the duration of any period of suspension.

6.2.4 In the event the entire Agreement is suspended and the period of suspension exceeds one (1) calendar year, this Agreement may be deemed terminated for the convenience at the option of either party, upon written notice to the other party.

6.3 Nothing in this *Section 6.0 (Termination for Convenience, Suspension)* is deemed to prejudice any right of Contractor to make a claim against the County in accordance with this Agreement and applicable law and County procedures for payment for Work through the effective date of termination. Contractor, however, acknowledges that the rights and remedies set forth in this *Paragraph 6.3* shall be the only remedy available to Contractor in the event of a termination or suspension pursuant to this *Section 6.0* by County.

7.0 TERMINATION FOR IMPROPER CONSIDERATION

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

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

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

8.0 EFFECT OF TERMINATION

8.1 Remedies

In the event that County terminates the Agreement in whole or in part as provided in *Section 4.0 (Termination for Insolvency)*, *Section 5.0 (Termination for Default)*, *Section 6.0 (Termination for Convenience, Suspension)*, *Section 7.0 (Termination for Improper Consideration)*, in each case, of this Exhibit, or under any other termination provision under this Agreement, then:

8.1.1 Contractor shall (a) stop performing Work under the Agreement on the date and to the extent specified in such notice, (b) promptly transfer and deliver to County copies of all completed Work and Work that is in process, in a media reasonably requested by County, (c) promptly transfer and deliver all items previously paid for by County, and (d) complete performance of such part of the Work as shall not have been terminated by such notice. Upon completion of the items described in this *Paragraph 8.1.1*, Contractor shall invoice County for all Deliverables completed in accordance with the terms of this Agreement. County shall be liable to Contractor for payment of all such Deliverables performed in accordance with the terms of this Agreement prior to the effective date of termination;

8.1.2 Unless County has terminated the Agreement pursuant to *Section 6.0 (Termination for Convenience, Suspension)* of this Exhibit, County shall have the right to procure, upon such terms and in such a manner as County may determine appropriate, goods, services, and other Work,

similar and competitive to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs reasonably incurred by County, as determined by County, to procure and furnish such similar goods, services, and other Work;

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

8.1.4 Contractor shall tender promptly payment to County, and shall continue to tender payment for the duration, of any liquidated damages levied pursuant to *Section 19.0 (Liquidated Damages)*, of the Agreement, to the extent applicable and any amounts due under *Paragraph 10.2.2* of the body of the Agreement; and

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

8.2 Transition Services

Contractor agrees that in the event of any termination of the Agreement, as a result of the breach hereof by either party, or for any other reason, including expiration, Contractor shall fully cooperate with County in the transition by County to a new contractor, toward the end that there be no interruption of the Department's day to day operations due to the unavailability of the Work during such transition. Contractor agrees that if County terminates the Agreement pursuant to *Section 6.0 (Termination for Convenience, Suspension)* of this Exhibit or *Paragraph 5.2 (Deemed Termination for Convenience)* of this Exhibit, Contractor shall perform transition services, and shall invoice County for such transition services determined in accordance with the rates specified in *Exhibit C (Price and Schedule of Payment)* of the Agreement, in accordance with a transition plan to be agreed upon, in advance, by the County Project Director and the Contractor Project Director. Contractor further agrees that in the event that County terminates the Agreement for any other breach by Contractor, Contractor shall perform transition services at its own expense. In connection with the provision of any transition services pursuant to this *Paragraph 8.2 (Transition Services)*, Contractor shall provide to the County Project Director, on request by the County Project Director, documentation that reasonably details the source and amount of the expenses Contractor purports to have incurred in the provision of such transition services.

8.3 Remedies Not Exclusive

The rights and remedies of County set forth in this *Section 8.0 (Effect of Termination)* are not exclusive of any other rights and remedies available to County at law or in equity, or under the Agreement.

9.0 WARRANTY AGAINST CONTINGENT FEES

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

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

10.0 AUTHORIZATION WARRANTY

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

11.0 FURTHER WARRANTIES

In addition to the warranties elsewhere this Agreement, Contractor represents, warrants, and further covenants and agrees to the following:

11.1 Contractor represents and warrants that (a) Contractor has the full power and authority to grant all rights granted by this Agreement, including vesting ownership and/or license rights, as the case may be, in each component of the System to County; (b) no consent of any other person or entity is required by Contractor to grant such rights other than consents that have been obtained and are in effect; (c) County is entitled to use the System and each component thereof without interruption of use; (d) the Agreement, the System and all components thereof licensed or acquired by County herein, are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Contractor's creditors; (e) during the Term, Contractor shall not subordinate the Agreement or any of its rights hereunder to any third party without the prior written consent of County, and without providing in such subordination instrument for non-disturbance of County's use of the System, and any part thereof, in accordance with the Agreement; (f) there is no litigation, dispute, claim, proceeding or other action pending, or to Contractor's knowledge, threatened against Contractor or in respect of the System or any component

thereof, that could have a material adverse effect on Contractor's business or on Contractor's ability to perform and meet in a timely fashion Contractor's obligations under this Agreement; and (g) neither the performance of the Agreement by Contractor, nor the license to and ownership of, as the case may be, and use by, County and its users of the System and all components thereof in accordance with the Agreement will in any way violate any non-disclosure agreement, nor, to the Contractor's knowledge, constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, moral, or other rights of any third party.

11.2 Contractor bears the full risk of loss due to total or partial destruction of all or any part of the System acquired from Contractor, as applicable, until the Final System Acceptance Date.

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

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

11.5 All Documentation developed under the Agreement shall be uniform in appearance.

11.6 The System Software shall be fully Compatible with, and shall fully integrate, perform, and function with the System Hardware and the Operating System Software as defined in the Statement of Work and/or Deliverables delivered pursuant to the Statement of Work.

11.7 Updates that are provided pursuant to Contractor's obligation to provide Maintenance Services (including during the System Warranty Period) will be Compatible with the System Hardware and the Operating System Software, or Contractor will provide backward functionality to maintain such Compatibility.

11.8 Contractor shall not cause any unplanned interruption of the operations of, or accessibility to the System Software or any component of the System Software through any device, method or means including the use of any "virus," "lockup," "time bomb," or "key lock," "worm," device or program, or disabling code, (collectively referred to in this *Section 11.0* as a "Disabling Device"), which has the potential or capability of compromising the security of County's confidential or proprietary information or of causing any unplanned interruption of the accessibility of the System Software or any component of the System Software (by County or any user or which could alter, destroy, or inhibit the use of the System Software, any component of the System Software, or the data contained therein. Contractor represents, warrants and agrees that it has not purposely

placed, nor is it aware of, any Disabling Device on any component of the System Software provided to County under the Agreement, nor shall Contractor knowingly permit any subsequently delivered component of the System Software (to contain any Disabling Device.

11.9 Contractor shall support all System Software components delivered to County hereunder for the Term.

11.10 Contractor shall assign to County to the fullest extent permitted by law or by Agreement and shall otherwise ensure that the benefits of any applicable warranty or indemnity offered by any manufacturer of any Third Party Software or any other product or service provided hereunder shall fully extend to and be enjoyed by County.

12.0 INDEMNIFICATION AND INSURANCE

12.1 Indemnification

Contractor shall indemnify, defend, and hold harmless County, its districts administered by County, and their elected and appointed officers, employees, and agents (the "County Indemnitees") from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting, attorney and other professional fees) in any way arising from, connected with, or related to Contractor's, Contractor's agents', employees', officers', directors', or shareholders' acts, errors or omissions. Any legal defense pursuant to Contractor's indemnification obligations under this *Section 12.0 (Indemnification and Insurance)* shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County in writing, which approval shall not be unreasonably withheld or delayed. Contractor shall not, however, without County's prior written approval, accept any settlement, or enter a plea of guilty or *nolo contender*, to any charge or claim that results in other than a monetary judgment against County Indemnitees, which monetary judgment shall not exceed Contractor's ability to pay and which shall be paid by Contractor.

To the extent permitted under applicable law, County shall indemnify, defend, and hold harmless Contractor, its officers, employees, subcontractors and agents (the "Contractor Indemnitees") from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting, attorney and other professional fees) solely to the extent arising from, connected with, or related to County's, County's agents', or employees', acts, errors or omissions.

12.2 General Insurance Requirements

Without limiting Contractor's obligations of indemnification and defense of County Indemnitees, Contractor shall provide and maintain at its own expense during the Term the following programs of insurance covering its operations under the Agreement, as specified in this *Paragraph 12.2 (General Insurance Requirements)*. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County.

12.2.1 Evidence of Insurance

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

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

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

(i) Specifically identify the Agreement;

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

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

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

(v) Identify any deductibles or self-insured retentions for County's approval.

12.2.2 Insurer Financial Ratings

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

12.2.3 Insurance Programs

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

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

General Aggregate (including umbrella):	$3,000,000
Products/Completed Operations Aggregate:	$1,000,000
Personal and Advertising Injury:	$1,000,000
Each Occurrence:	$1,000,000

(ii) Professional liability insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers, or employees with limits of not less than $1,000,000 per occurrence and $3,000,000 aggregate. The coverage also shall provide an extended two year reporting period commending upon termination or cancellation of this Agreement.

(iii) Automobile liability insurance (written on an 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".

(iv) Workers' Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

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

Each Accident:	$1,000,000
Disease – policy limit:	$1,000,000
Disease – each employee:	$1,000,000

12.2.4 Performance Security Requirements, Bond

12.2.4.1 Contractor shall furnish to County within twenty (20) days after Contractor's execution of this Agreement, a performance bond in an amount of at least $2,700,000 for the Department, and executed by a corporate surety licensed to transact business in the State of California. Such performance bond shall be in the

form and substance satisfactory to County's Risk Manager. Such bond shall be maintained by Contractor in full force and effect until released by County's Risk Manager upon County Project Director's written determination that Contractor shall have fully performed all of its obligations under this Agreement. Any modification, extension, or termination of this Agreement shall in no way release Contractor or any of its sureties from any of their obligations under such performance bond. Such bond shall contain a waiver of notice of any Change Notices, Change Orders, and Amendments to this Agreement.

12.2.4.2 At its sole option, County may accept certificates of deposit, cash deposits, United States government securities, or irrevocable letters of credit, payable to the County on demand, in lieu of commercial bonds to meet this provision. County shall have no responsibility to Contractor to pay any such deposit, and any loss by reason of the failure of any institution issuing such collateral shall be solely the responsibility of Contractor.

12.2.4.3 Prior to acceptance of Contractor's performance bond or alternative security, Contractor shall submit to County the form of the proposed performance bond or alternative security for approval by County's Risk Manager or County's Treasurer and Tax Collector, as applicable, and as determined by the County. Both the initial expense and the annual premiums on the bond shall be paid by Contractor.

12.2.4.4 Failure on the part of Contractor to procure and maintain the required performance bond or alternative security shall constitute a material breach of the Contract upon which County may terminate the Contract pursuant to *Section 5.0 (Termination for Default)* and may seek all remedies stated herein.

12.2.5 Notification of Incidents, Claims or Suits

Contractor shall report to County:

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

(ii) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under the

Agreement. Such report shall be made in writing within twenty-four (24) hours of the earlier of service of process of such claim or lawsuit, or Contractor otherwise has knowledge of such claim or lawsuit.

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

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

12.3 Failure to Procure and Maintain Insurance

Failure on the part of Contractor to procure and maintain all the required insurance shall constitute a material breach of the Agreement upon which County may terminate the Agreement pursuant to *Section 5.0 (Termination for Default)* of this *Exhibit* and seek all remedies pursuant to *Section 8.0 (Effect of Termination)* of this *Exhibit*, or alternatively, may purchase such required insurance coverage and debit Contractor pursuant to *Paragraph 5.3 (Completion of Work)* of this *Exhibit*.

13.0 INTELLECTUAL PROPERTY INDEMNIFICATION

13.1 Contractor shall indemnify, defend, and hold harmless County Indemnitees pursuant to *Paragraph 12.1 (Indemnification)* of this *Exhibit A*, from and against any and all liability (alleged or actual), including damages, losses, costs, fees and other expenses (including reasonable defense costs and legal, accounting and other expert, consulting or professional fees), for or by reason of any actual or alleged infringement of any patent, copyright, trademark, or other proprietary rights of any third party, or any actual or alleged trade secret disclosure or misappropriation, arising from or related to the System Software or the operation and utilization of the other Work under the Agreement (collectively referred to as "Infringement Claims").

13.2 Without limiting the foregoing, in the event County Project Director becomes aware that ongoing use of the System Software, or any part of it, is the subject of any Infringement Claim that might preclude or impair County's use of the System Software or any component of the System Software (*e.g.*, injunctive relief), or that County's continued use of the System Software or any part of it may subject County to punitive damages or statutory penalties or other costs or expenses, County shall give notice to Contractor of such facts. Upon notice of such facts,

Contractor shall, at no cost to County, either (a) procure the right, by license or otherwise, for County to continue to use the affected portion of the System Software, to the same extent of the rights granted under this Agreement, or (b) to the extent Contractor is unable to procure such right, replace or modify the affected portion of the System Software with product of equivalent quality and performance capabilities, in County's reasonable determination, to become non-infringing, non-misappropriating, and non-disclosing. If Contractor fails to complete the remedial acts set forth above within sixty (60) days of the date of the notice from County, or if completion is not possible despite Contractor's commercially reasonable best efforts within such sixty (60) day period, and County has not approved in writing (such approval not to be unreasonably withheld) Contractor's plan of completing such remediation, then, in either instance County shall have the right, without limiting any other rights or remedies that County may have under the Agreement or at law or equity, to take such remedial acts it determines to be reasonable to mitigate any impairment of its use of the System Software. Contractor shall indemnify and hold County harmless for all amounts paid and all direct and indirect costs associated with such remedial acts.

14.0 NEW TECHNOLOGY

Without limiting Contractor's obligation to provide County Updates, Contractor and County acknowledge the probability that the technology of the System Software (or any portion thereof) provided under the Agreement will change and improve during the Term. County desires the flexibility to incorporate into the System Software any new technologies, as they may become available. Accordingly, Contractor Project Manager shall, promptly upon discovery and on a continuing basis, apprise County Project Director of all new technologies, methodologies, and techniques, other than Updates, that Contractor considers being applicable to the System Software (or any portion thereof).

Specifically, upon County's request, Contractor shall provide, in writing, a description of such new technologies, methodologies, and techniques, and shall indicate the advantages and disadvantages of incorporating the same into the System Software, and provide an estimate of the impact such incorporation will have on the performance, scheduling, and price of the System Software (or any portion thereof). County, at its discretion, may request that the Agreement be amended to incorporate the new technologies, methodologies and techniques into the System Software (or any portion thereof) pursuant to the provisions of *Section 6.0 (Change Orders and Amendments)* of the *Agreement.*

15.0 BUDGET REDUCTIONS

In the event that the Board adopts, in any fiscal year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and

imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation 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 sentences, the Contractor shall continue to provide all of the services set forth in this Agreement.

16.0 FORCE MAJEURE

Except with respect to defaults of any subcontractors, Contractor shall not be liable for any such excess costs, if its failure to perform the Agreement arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by Contractor or any of Contractor's subcontractors), freight embargoes, or other similar acts to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without any fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. Contractor agrees to use commercially reasonable best efforts to obtain such goods or services from other sources, and to mitigate the damages and reduce the delay caused by any of the above mentioned *force majeure* events. As used in this *Section 16.0 (Force Majeure)*, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

17.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

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

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

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

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

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

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

17.7 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.

17.8 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.

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

17.9 These terms shall also apply to subcontractors of County contractors.

17.10 A listing of Contractors that are currently on the Debarment List for Los Angeles County may be found at the following website:

http://camispnc.co.la.ca.us/contractsdatabase/reports/SpecializedReports.asp

18.0 COMPLIANCE WITH APPLICABLE LAW

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

18.2 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 18.0* 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.

19.0 FAIR LABOR STANDARDS

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

20.0 NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES

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

20.1 Contractor shall certify to, and comply with, the provisions of Contractor's EEO certification (See *Exhibit E*).

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

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

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

20.4.1 Title VII, Civil Rights Act of 1964;

20.4.2 Section 504, Rehabilitation Act of 1973;

20.4.3 Age Discrimination Act of 1975;

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

20.4.5 Title 43, part 17, Code of Federal Regulations, subparts a & b; and that

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

20.5 Contractor shall, with reasonable notice and during regular business hours, allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this *Section 20.0 (Nondiscrimination, Affirmative Action, and Assurances)* when so requested by County; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. If County finds that any of the provisions of this *Section 20.0 (Nondiscrimination, Affirmative Action, and Assurances)* have been violated, such violation shall, at the election of County, constitute a material breach of the Agreement upon which County may immediately terminate the Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of the Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations such determination shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of the Agreement. All determinations of violations made pursuant to this *Paragraph 20.5* shall be appealable by Contractor in accordance with applicable laws and regulations, and separately pursuant to the Dispute Resolution Procedures.

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

21.0 NONDISCRIMINATION IN SERVICES

Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in accordance with all applicable requirements of Federal and State law. For the purpose of this *Section 21.0 (Nondiscrimination in Services)*, discrimination in the provision of services may include the following: (a) denying any person any service or benefit or the availability of the facility, (b) providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others, (c) subjecting any person to segregation or separate treatment in any manner related to the receipt of any service, (d) restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit, and (e) treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

22.0 EMPLOYMENT ELIGIBILITY VERIFICATION

22.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under the Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended.

22.2 Contractor shall retain all such documentation for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County Indemnitees pursuant to *Paragraph 12.1 (Indemnification)* of this *Exhibit* from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting or professional fees) arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Work hereunder.

23.0 HIRING OF EMPLOYEES

Notwithstanding the foregoing, County shall be entitled to make offers of employment to employees of Contractor necessary or desirable to perform Work described in the Agreement, in the event that: (a) County has the right to terminate the Agreement pursuant to *Section 4.0 (Termination for Insolvency)* of this *Exhibit*, (b) the Agreement is terminated by County due to Contractor's default pursuant to *Section 5.0 (Termination for Default)* of this *Exhibit*, (c) without resolution acceptable to both parties, Contractor

and County have followed the Dispute Resolution Procedures, or (d) Contractor either announces the withdrawal of support of, or otherwise no longer provides services County deems essential to, the ongoing support of the Work as applicable.

24.0 CONFLICT OF INTEREST

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

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

25.0 RESOLICITATION OF BIDS, PROPOSALS, OR INFORMATION

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

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

26.0 RESTRICTIONS ON LOBBYING

Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County lobbyist ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor

to fully comply with County lobbyist ordinance shall constitute a material breach of the Agreement upon which County may immediately terminate or suspend the Agreement.

27.0 CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT

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

28.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

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

29.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST

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

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

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

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

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

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

31.2 As required by County's Child Support Compliance Program (Los Angeles County Code chapter 2.200) and without limiting Contractor's duty under the Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the Term maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served wage and earnings withholding orders or County's CSSD notices of wage and earnings assignment for child or spousal support, pursuant to California Code of Civil Procedure Section 706.031 and California Family Code Section 5246(b).

31.3 Failure of Contractor to maintain compliance with the requirements set forth in this *Section 31.0 (Contractor's Warranty of Adherence to County's Child Support Compliance Program)* shall constitute a default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) days of written notice shall be grounds upon which County may terminate this Agreement pursuant to *Section 5.0 (Termination for Default)* and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

32.0 RECYCLED-CONTENT PAPER

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

33.0 COMPLIANCE WITH JURY SERVICE PROGRAM

33.1 Jury Service Program

This Agreement is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in

Sections 2.203.010 through 2.203.090 of the Los Angeles County Code. A copy of the Jury Service Program, as of the Effective Date, is attached to this Agreement as *Exhibit K*.

33.2 Written Employee Jury Service Policy

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

33.2.2 For purposes of this *Section 33.0 (Compliance with Jury Service Program)*, "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: (a) the lesser number is a recognized industry standard as determined by County, or (b) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Agreement, the subcontractor shall also be subject to the provisions of this *Section 33.0 (Compliance with Jury Service Program)*. The provisions of this *Section 33.0 (Compliance with Jury Service Program)* shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

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

33.2.4 Contractor's violation of this *Section 33.0 (Compliance with Jury Service Program)* of this *Exhibit* may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

34.0 BACKGROUND AND SECURITY INVESTIGATIONS

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

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

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

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

35.0 ACCESS TO COUNTY FACILITIES

Contractor, its employees, and agents will be granted access to County facilities, subject to Contractor's prior notification to the County Project Director, for the purpose of executing Contractor's obligations hereunder. Contractor shall have no tenancy, or any other property or other rights in County facilities. While present at County facilities,

Contractor's personnel shall be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by the County Project Director.

36.0 COUNTY FACILITY OFFICE SPACE

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

37.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUND

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

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

38.0 PHYSICAL ALTERATIONS

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

39.0 FEDERAL EARNED INCOME TAX CREDIT

Contractor shall notify its employees that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015. Copies of the Notice can be obtained by calling 1-800-829-3676 or from the IRS website at www.irs.gov.

40.0 ASSIGNMENT BY CONTRACTOR

40.1 Contractor shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this *Paragraph 40.1*, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties, and which may be executed by the Sheriff, on behalf of the County with the written concurrence of County Counsel.

40.2 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, 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 *Paragraph 40.1* of this *Exhibit*.

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

41.0 INDEPENDENT CONTRACTOR STATUS

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

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

41.3 Contractor understands and agrees that all persons performing Work pursuant to the Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. County shall have no obligation to furnish, or liability for, workers' compensation benefits to any person

as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to the Agreement.

41.4 Contractor shall provide to County an executed *Acknowledgment, Confidentiality and Assignment Agreement (Exhibit F)* for each of its employees performing Work under the Agreement. Such agreements shall be delivered to the County Project Director.

42.0 RECORDS, AUDITS, AND PUBLIC RECORDS ACT

42.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to the Agreement, including any termination hereof, in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of the Agreement. Contractor agrees that County, its authorized representatives, any Federal, State or local grantor agency or the Comptroller General of the United States, shall, with reasonable notice and during regular business hours, have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records of Contractor relating to the Agreement; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. Should the examination and audit be performed by a non-County entity or should a non-County entity be requested by County to review information received pursuant to an audit or examination under this *Section 42.0 (Records, Audits, and Public Records Act)*, Contractor may require the non-County examiner or auditor, as the case may be, to execute a nondisclosure contract prior to any disclosure. The nondisclosure Contract shall limit the non-County entity's use of information received or reviewed in connection with the examination and audit to work performed specifically for the benefit of County. All such material, including all financial records, time cards and other employment records, shall be kept and maintained by Contractor and shall be made available to County during the Term and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then at Contractor's option, Contractor shall either (a) provide County with access to such material at a mutually agreed upon location inside Los Angeles County, or (b) pay County for travel, per diem, and other costs and expenses incurred by County to examine, audit, excerpt, copy or transcribe such material at such outside location.

42.2 If an audit is conducted of Contractor specifically regarding the Agreement by any Federal or State auditor, then Contractor shall file a copy of such audit report with County's Auditor Controller and the County Project Director within thirty (30)

days of Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under the Agreement.

42.3 If, at any time during or after the Term, representatives of County conduct an audit of Contractor, as and to the extent permitted hereunder, regarding the Work performed under the Agreement, the results of such audit, including any final determination in respect of an underpayment or overpayment, if any by County under the Agreement, shall be provided in writing to Contractor. Contractor shall have thirty (30) days to review the findings contained in such audit and notify County of any objection to the same. Such notice must include, in reasonable detail, the basis for Contractor's objection and any supporting documentation and analysis for Contractor's objection. If the parties cannot agree, within fifteen (15) days of receipt of Contractor's objection to the findings contained in County's audit, on the amount of underpayment or overpayment, if any, by County to Contractor hereunder, then either party may submit such matter to the Dispute Resolution Procedure, provided such matter shall be submitted initially, directly to the County Project Director and the Contractor Project Director. If Contractor fails to notify County of any objection it has to the findings of County's audit within the thirty (30) day period set forth above, Contractor waives any right to object to the findings of such audit, including any determination of overpayment by County. If such audit, whether initially following a waiver by Contractor of its right of objection or upon final determination pursuant to the Dispute Resolution Procedure, finds that County's dollar liability for any such Work is less than payments made by County to Contractor, then the difference, together with County's reasonable costs of audit, shall be either repaid by Contractor to County by cash payment upon demand or, at the discretion of the County Project Director, deducted from any amounts due to Contractor from County. If such audit finds that County's dollar liability for such Work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County, but in no event shall County's payments to Contractor exceed the Maximum Contract Sum.

42.4 Public Records Act

42.4.1 Any documents submitted by Contractor, all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records, pursuant to this *Section 42.0, Paragraphs 42.1, 42.2, and 42.3*); 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," and which meet the definition of "Trade Secret" in California Evidence Code Section 1061. 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.

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

43.0 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES

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

44.0 NO THIRD PARTY BENEFICIARIES

Notwithstanding any other provision of the Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of the Agreement, except that this *Section 44.0 (No Third Party Beneficiaries)* shall not be construed to diminish Contractor's indemnification obligations hereunder.

45.0 MOST FAVORED PUBLIC ENTITY

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

46.0 COUNTY'S QUALITY ASSURANCE PLAN

County or its agent will evaluate Contractor's performance under the Agreement on not less than an annual basis during the Term. Such evaluation will include assessing Contractor's compliance with the terms and performance standards of the Agreement. Contractor deficiencies which County determines are severe or continuing and that may

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

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

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

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

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

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

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor under the Agreement, after the expiration or other termination of this Agreement unless specified in *Paragraph 8.1.1* of this *Exhibit*. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration or termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

50.0 SAFELY SURRENDERED BABY LAW

50.1 Notice to Employees

Contractor shall notify and provide to its employees residing in or working in the State of California, to notify and provide to its employees residing in or working in the State of California, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is attached as *Exhibit J* to this Agreement and is available on the Internet at www.babysafela.org for printing purposes.

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

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

51.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

52.0 NOTICE OF DELAY

52.1 In the event Contractor determines at any time that failure, delay, or inadequacy of performance of any of County's obligations hereunder may prevent or tend to prevent Contractor from completing any of Contractor's obligations in a timely manner or may cause or tend to cause Contractor to incur additional or unanticipated costs or expenses, Contractor shall promptly following such determination (and without limiting Contractor's obligation of prompt notification, in any event within five (5) days following such determination), notify County Project Director in writing, which notice shall specify in reasonable detail: (a) any alleged failure, delay or inadequacy of performance by County and (b) to the best knowledge of Contractor after due inquiry and analysis, the estimated impact of such alleged failure, delay or inadequacy on the performance of Contractor's obligations, including any estimated delay and any estimated amount of additional or unanticipated costs or expenses that may be incurred (a "Notice of Delay").

52.2 Such Notice of Delay, if timely filed, shall be treated as a request by Contractor for a Change Order or an amendment to the Agreement, as applicable pursuant

to *Section 6.0 (Change Notices, Change Orders, and Amendments)* of the *Agreement*. In the event Contractor fails to notify County in writing of any alleged failure, delay, or inadequacy of performance of any of County's obligations in a timely manner as set forth in this *Section 52.0 (Notice of Delay)*, Contractor shall not be entitled to rely upon such alleged failure, delay, or inadequacy of performance for any purpose whatsoever, including as a purported justification for either: (i) claiming that Contractor is entitled to receive any additional payments from County hereunder or (ii) failing to fulfill any of Contractor's obligations in a timely manner. This *Section 52.0 (Notice of Delay)* shall not be interpreted or construed as expanding in any manner the financial obligations of County under the Agreement.

53.0 WAIVER

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

54.0 GOVERNING LAW, JURISDICTION, AND VENUE

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

55.0 SEVERABILITY

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

56.0 RIGHTS AND REMEDIES

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

57.0 NON EXCLUSIVITY

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

58.0 FACSIMILE

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

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EXHIBIT B

STATEMENT OF WORK

NOC Connectivity Project

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1.0 INTRODUCTION

1.1 Overview

This Statement of Work (SOW) is attached as *Exhibit B (Statement of Work)* to the Agreement for National Operations Center Connectivity Project (together with all exhibits and attachments thereto, "Agreement"), between the County of Los Angeles ("County") and M.C. Dean, Inc. ("Contractor" or "MCD") for County's Sheriff's Department ("LASD" or "Department"). Capitalized terms used in this SOW without definition have the meanings given to such terms in the Agreement.

1.2 Goals & Objectives

Section 2.0 of this SOW defines the Tasks, Subtasks and Deliverables required of the Contractor, to improve the operational effectiveness of the County Emergency Operations Center (CEOC) and LASD's Operations Center (DOC) through delivery of an initial operating capability of an enhanced information awareness system having direct connectivity to the Department of Homeland Security (DHS) National Operations Center (NOC).

Goals and objectives for this project include the following:

- *Survey, Assess, and Analyze the operations of the CEOC and the DOC to identify the information awareness and sharing operational needs of the CEOC/DOC;*

- *Link the information awareness and sharing operational needs of the CEOC/DOC to specific solution capabilities focused at delivering enhanced information awareness to the CEOC/DOC;*

- *Identify requirements, develop designs, and implement solution capabilities in the following areas;*

    - *Video Information System (VIS) infrastructure*
    - *Connectivity (and information sharing) between the CEOC and the DHS NOC*
    - *LASD Information Awareness and Sharing Tool Suite focused at delivering enhanced LASD situation and resource status*

- *Develop a roadmap of activities to mature CEOC/DOC information awareness capabilities from initial to final operating capability.*

1.3 Project Governance

This project will be governed by the Executive Steering Committee for NOC Connectivity ("County Steering Committee"), and directed by LASD in conjunction with the County Office of Emergency Management. All Work activities related to the Project will be managed by the LASD-NOC Project Team which is managed by the County Project Director, who reports to the County Steering Committee.

1.4 Scope Statement

The scope of this project is organized into two Phases. Phase I of this project (Tasks 1 through 5 together with their associated Subtasks and Deliverables) is to conduct a site survey and operational analysis of the CEOC/DOC for the purpose of upgrading the information awareness capabilities of the CEOC/DOC. Results of Phase I will be used to determine the County's operational needs, functional requirements, and solution concepts for enhanced information awareness and connectivity (information sharing) with the DHS NOC. Phase I results will also be used to provide the County with a series of decision options to refine the solution capabilities outlined for Phase II. These decision options shall be supported by the operational needs identified through Phase I and shall be focused on:

- VIS Infrastructure:
  - Refinement of source input/output types,
  - Locations of VIS controls,
  - Minor tradeoffs between VIS capabilities, small furniture renovations, and/or limited infrastructure reconfigurations
- DHS NOC Connectivity
  - Levels of desired DHS NOC Common Operating Picture (COP) access
  - Levels of desired LASD Information Awareness Architecture and Tool Suite web services access granted to DHS NOC
- LASD Information Awareness and Sharing Tool Suite
  - Tradeoffs between LASD Information Awareness capability modules based on feasibility of cost and schedule.

Phase II of this project (Tasks 6 through 10 together with their

associated Subtasks and Deliverables) includes the design, procurement (where applicable), installation/development/configuration, testing, and training to deploy the following information awareness solution capabilities to CEOC/DOC:

- *Video Information System (VIS) infrastructure to include:*
  - VIS Inputs (Audio/Video)
  - VIS Outputs (Display surfaces)
  - VIS Switching
  - VIS Processing
  - VIS Control (Touch Panel Controllers)
  - Minor Furniture Renovations
  - Minor architectural/structural/electrical/mechanical upgrades to support the VIS upgrades
- *Connectivity (and information sharing) between the CEOC and the DHS NOC to include:*
  - Assist in obtaining web-based access to the DHS NOC Common Operational Picture (COP)
  - Research to identify possible policy issues that may impact the connectivity between the County and the DHS
  - Facilitate, to the extent possible, policy discussions between County and the DHS NOC to work through issues that may impact the connectivity
  - Assist is the development of an MOU/MOA framework for LASD-DHS NOC execution (Contractor cannot execute agreements)
  - Assist in publishing web services to make CEOC/DOC information available to the DHS NOC COP
- *LASD Information Awareness and Sharing Tool Suite*
  - Tools for operations management, data aggregation, and information visualization
  - Application framework based on modular open source architecture
  - Web accessible via the Internet with expandable visualization capability for viewing on the CEOC/DOC large screen displays

2.0 PHASE I, TASKS AND DELIVERABLES

Task 1 –Project Approach

Contractor shall deliver to the County Project Manager, within 10 Business Days of the Effective Date, a draft Project Control Document (PCD), outlining the working format for the project, including the information specified below. An updated PCD shall also be submitted on a bi-weekly basis that communicates project progress, identifies possible issues, and presents strategies for overcoming the identified issues.

Subtasks

Subtask 1.1: Develop a Project Control Document (PCD)

Contractor shall prepare a PCD establishing the working format for the project. The PCD will include the relevant elements of the following:

- **Introduction**: Summarizes the project plan; a review of the shared vision for the project relationship, the strategic goal(s) of the project, and how Contractor will contribute to meet LASD operational objectives;

- **Project Mission & Objectives**: Describes the operational need for proceeding with the project, the objectives to be achieved under the project, and critical success factors for LASD; all based upon Contractor recommendations reviewed and refined by LASD, and any assumptions or limitations related to the project plan;

- **Project Scope**: Describes the overall scope and Deliverables of both Phases of the project. Acts as a confirmation of overall project scope;

- **Work Breakdown Structure (WBS)**: Identifies the overall project implementation and the key Deliverables. It may also go down to the Task level, if appropriate;

- **Project Plan:** Following the WBS, the project plan identifies the activities, key milestones, and estimated duration for activities on the project. It also highlights all agreed activities, deliverables, or milestones for which LASD is responsible that

will affect the success of the project. The project plan will be in the form of a Plan of Action and Milestones (POA&M) schedule. All project activities, deliverables, and milestones, both Contractor's and LASD's, will be linked into a critical path analysis. Contractor and LASD will review updates to the POA&M including the critical path analysis on a bi-weekly basis;

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

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

- **Risk Assessment & Management**: Identification of project risks and mechanisms to handle these risks, in a risk management plan.

Contractor shall be required to manage project activities and resources, and track project status. This shall include managing and tracking all issues.

Subtask 1.2: Project Management and Status Reporting

Contractor shall participate in monthly County Steering Committee meetings, via Video Teleconference (VTC) or Phone Conference, to include a review of project accomplishments, any delayed Tasks/ Deliverables, issues and risks.

Contractor shall report bi-weekly on project status and provide bi-weekly updates on schedule, variances, milestones, etc. Contractor shall track project progress, identify possible issues, and present strategies for overcoming the identified issues. Contractor shall utilize management tools such as an integrated master schedule in the execution of this task and shall perform the following actions, as required:

- Participate in monthly meetings via VTC (or Phone Conference)
- Develop bi-weekly meeting agendas and status reports
- Publish meeting minutes action items (bi-weekly)

Task 1 Deliverables

Deliverable 1.1: PCD

The Deliverable product for this Task shall consist of the following (Reference Attachment B3 for PCD outline):

- PCD – Draft Submission
- PCD – Final Submission

Deliverable 1.2: Project Management and Status Reporting

The Deliverable products for this Task shall consist of the following: (Reference Attachment B3 for Project Status Report outline)

- Participate in monthly meetings via VTC (or Phone Conference)
- Develop bi-weekly meeting agendas and status reports
- Publish meeting minutes action items (bi-weekly)

Task 1 Schedule

Deliverable 1.1: PCD

The draft PCD shall be submitted within 10 Business Days of the Effective Date. The final PCD shall be submitted within 10 working days upon receipt of County comments to the draft PCD. County comments shall be provided within 5 Business Days of receipt of the draft PCD.

Deliverable 1.2: Project Management and Status Reporting

- VTC (or Phone Conference) Meetings – Monthly (as identified in the project POA&M
- Project Team Meetings – Bi-Weekly (as identified in the project POA&M)
- Publish meeting minutes bi-weekly

Task 2 – CEOC/DOC Operational Assessment

The Contractor shall conduct an operational analysis of the CEOC/DOC from within the CEOC/DOC. From this analysis, the Contractor shall develop CEOC/DOC operational needs and functional requirements in information awareness and sharing and identify capability solutions that will improve situational awareness in the CEOC/DOC through the

delivery of improved VIS infrastructure and functionality, connectivity between the County and the DHS NOC to deliver the DHS Common Operating Picture to the CEOC/DOC, LASD Information Awareness and Sharing Tool Suite, and connectivity between the County and the DHS NOC to deliver the enhanced LASD information awareness and sharing to the DHS NOC.

Subtasks

Subtask 2.1: CEOC/DOC Site Survey Report

The Contractor shall conduct a site survey of the CEOC/DOC, and document the following existing conditions to establish an accurate basis for technical/operational systems implementation:

The site survey shall include verification or measure of site physical dimensions, layout, and floor plan including the project area and relevant adjacencies with emphasis on facility security and access.

The Contractor shall survey the existing CEOC/DOC HVAC system and its capacity to support the capability solutions delivered through Phase II of this project. The Contractor shall survey the existing CEOC/DOC electrical system and its capacity to support the capability solutions delivered through Phase II of this project. The Contractor shall survey the existing lighting system within the CEO/DOC to determine any possible requirements for modification to support the capability solutions delivered through Phase II of this project. The Contractor shall survey the existing fire protection system to determine any possible requirements for modification to support the capability solutions delivered through Phase II of this project.

The Contractor shall survey the existing CEOC/DOC information technology network infrastructure to identify potential impact points that may affect the timely and successful implementation of the project, including, but not limited to, any issues associated with desktop devices (e.g., workstations, laptops, etc.), system server hardware storage and security, existing LAN/WAN networks, and communications capacity and type (fiber optics, cable, satellite, and cellular/land-based telephone systems).

The Contractor shall document the existing CEOC/DOC information awareness and sharing software and subsystems, data source availability, and visualization capabilities to identify potential impact points that may affect the timely and successful implementation of the

project, including, but not limited to, any issues requiring operating system software upgrades, purchases of additional licenses, and Interface requirements for the CEOC/DOC current information subsystems.

Subtask 2.2: CEOC/DOC Operational Capabilities Document

The Contractor shall develop an Operational Capabilities Document (OCD) to identify the information awareness and sharing operational needs for the CEOC/DOC and/or through user defined explicit threshold requirements. The OCD shall map the operational needs to capability solutions delivered through Phase II of this project. Specifically, the OCD shall:

- Identify the LASD CEOC/DOC mission derived through key guidance documentation and doctrine
- Identify the information awareness and sharing operational needs and functional requirements of the CEOC/DOC
- Map the CEOC/DOC capability solutions to the operational needs and functional requirements they support
- Define the capability solutions provided through Phase II of this project
- Forecast the improvements on the CEOC/DOC information awareness and sharing mission effectiveness delivered through Phase II of this project.

Task 2 Deliverables

Deliverable 2.1: Site Survey Preport

The Deliverable products for this Task include (Reference Attachment B3 for Site Survey Report outline):

- CEOC/DOC Site Survey Report – Draft Submission
- CEOC/DOC Site Survey Report – Final Submission

Deliverable 2.2: Operational Capabilities Document

The Deliverable products for this Task include (Reference Attachment B3 for OCD outline):

- CEOC/DOC Operational Capabilities Document – Draft Submission
- CEOC/DOC Operational Capabilities Document – Final Submission

Task 2 Schedule

The draft/final Site Survey Report and OCD shall be submitted in

accordance with the project POA&M developed in Task 1.

Task 3 – CEOC/DOC Information Awareness and Sharing Concept Architectures

Subtasks

Subtask 3.1: VIS Infrastructure Concept Architecture – Design Intent Document

The Contractor shall develop a design intent document to highlight the translation of operational needs identified in Task 2 into an integrated operating environment solution for VIS capability. The Design Intent Documentation will not include reconstruction of the existing CEOC/DOC infrastructure; rather, the design intent document will address a VIS concept of operations, minor furniture renovations, and minor reconfigurations of existing mechanical, electrical, lighting, and fire protection infrastructure and systems to create an enhanced VIS infrastructure and capability for the CEOC/DOC. The Design Intent Document shall be represented by schematic drawings and narrative subsystem intents that includes, but is not limited to, the following:

- Layout Plan
- Furniture Plan
- Equipment Plan
- VIS (Audio/Video/Control) Plan and Intent
- Reflected Ceiling Plan
- Architectural Plan
- Mechanical Intent
- Electrical Intent
- Fire Protection Intent

Subtask 3.2: DHS NOC Connectivity Concept Architecture – Design Intent Document

The Contractor shall develop a design intent document to highlight the system architecture and high level system requirements for connectivity between the DHS NOC and the CEOC/DOC. The Design Intent Documentation will focus on delivery of the DHS NOC COP Desk View and Executive View through access to the DHS Homeland Security Information Network (HSIN) as well as identifying the concepts for CEOC/DOC Information Awareness and Sharing web services to make LASD information available to the DHS NOC COP.

Subtask 3.3: LASD Information Awareness and Sharing Tool Concept Architecture – Design Intent Document

The Contractor shall develop a design intent document to highlight the system architecture and high level system requirements for an LASD Information Awareness and Sharing Tool. The Design Intent Document will also identify the high level requirements for the system modules based on the results of the operational analysis in Task 2. Specifically, the design intent document will outline the following modules:

- Request for Information (RFI)
- Key Decisions/Actions
- Alerts
- Collaboration
- Resource Status
- Situation Status

Task 3 Deliverables

The Deliverable products for this Task shall consist of the following (Reference Attachment B3 for DID outline):

- Design Intent Document – Draft
- Design Intent Document – Final

Task 3 Schedule

The draft/final DID shall be submitted in accordance with the project POA&M developed in Task 1.

Task 4 – Presentation of Options

The purpose of this Task is to identify options for refinements of each of the Phase II capability solutions based on the concept architectures developed in Task 3, and to provide decision support to County for option selection.

Subtasks

Subtask 4.1: Decision Support Document

The Contractor shall develop a Decision Support Document (DSD) to outline the feasible options for each of the Phase II capability solutions to specifically include:

- VIS Infrastructure:
  - Refinement of source input/output types,
  - Locations of VIS controls,
  - Minor tradeoffs between VIS capabilities, small furniture renovations, and/or limited infrastructure reconfigurations
- DHS NOC Connectivity
  - Levels of desired DHS NOC COP access
  - Levels of desired LASD Information Awareness Architecture and Tool Suite web services access granted to DHS NOC
- LASD Information Awareness and Sharing Tool Suite
  - Tradeoffs between LASD Information Awareness capability modules based on feasibility of cost and schedule

Contractor shall provide County with decision support for each options to include, at a minimum, a high level traceability of each option to the operational needs identified in Task 2 and in County's Minimum Functional Requirements (Attachment B1), a subjective benefit rating of each option as identified for the System through the operational analysis in Task 2 or as agreed upon with County, and a high level cost estimate for each option (where applicable). This review shall include, at a minimum, a high level cost-benefit analysis of the different options under consideration.

Task 4 Deliverables

Deliverable 4.1 – Decision Support Document

The Deliverable products for this Task shall consist of the following (Reference Attachment B3 for Decision Support Document outline):

- Decision Support Document – Draft
- Decision Support Document – Final

Task 4 Schedule

Deliverable 4.1: Decision Support Document

The draft/final VIS Decision Support Document shall be submitted in accordance with the project POA&M developed in Task 1.

Task 5 – Requirements Documentation

The Contractor shall develop a detailed requirements matrix based on the

County's Minimum Functional Requirements for the System identified in Attachment B1, requirements identified through the operational analysis in Task 2, and derived system requirements. The requirements matrix shall be in the form of a Requirements Traceability Matrix (RTM) and shall include the following requirements details:

- Requirement identifier
- Requirement category
- Requirement
- Requirement source
- Requirement date

Subtasks

Subtask 5.1: Requirements Traceability Matrix

The Contractor shall develop a detailed system requirements matrix across each of the capability solutions delivered through Phase II of this project scope based on County's Minimum Functional Requirements for the System in Attachment B1, and on the operational analysis developed in Task 2, the DID in developed in Task 3, and the options refinement developed in Task 4. The system requirements matrix shall be in the form of a Requirements Traceability Matrix (RTM) and shall include, at a minimum, the following requirements details:

- Requirement identifier
- Requirement category
- Requirement
- Requirement source
- Requirement date

Task 5 Deliverables

Deliverable 5.1 – RTM

The Deliverable products for this Task shall consist of the following (Reference Attachment B3 for RTM outline):

- RTM – Draft
- RTM – Final

Task 5 Schedule

The draft/final VIS RTM shall be submitted in accordance with the

project POA&M developed in Task 1.

3.0 PHASE II, TASKS AND DELIVERABLES

Prior to commencement of this Phase II, Contractor shall confirm with County's Project Director, County's decision to proceed with Phase II.

Task 6 – CEOC/DOC VIS Infrastructure Upgrades

The Contractor shall engineer, design, procure, install, configure, test, and train an upgraded VIS for the CEOC/DOC based on the operational needs identified in Task 2, the Design Intent Document developed in Task 3, the options selected in Task 4, and the requirements traceability matrix developed in Task 5. Specifically the VIS upgrade shall include:

- VIS Inputs (Audio and Video):
  - Inputs from 6 Video Display Servers
  - Inputs from 6 existing CEOC PCs
  - Inputs from 4 existing DOC PCs
  - Inputs from 4 CATV Tuners
  - Inputs from existing LASD VTC System
  - Inputs from 2 existing DVD/VHS
  - Other Inputs as identified in Phase I
- VIS Outputs (Display surfaces)
  - Outputs to a 2x6 Video Display
  - Outputs to multiple LCD Displays throughout the CEOC, DOC, and the Executive Conference Room
  - Outputs to multiple, zoned ceiling mounted speakers (including amplification) throughout the CEOC and the DOC
  - Master Time-Zone Clock Display (3 Time Zones) in the CEOC
  - Master Time-Zone Clock Display (3 Time Zones) in the DOC
- VIS Switching
  - 32 Source Video and Audio Matrix Switch
  - Any input source to any output source switching capability
- VIS Processing
  - VIS Processor providing scalable windows on display wall and video/audio push to other display surfaces
  - Quad Processors on LCDs in DOC and Executive Conference Room to replicate the "12" display video wall
- VIS Control (Touch Panel Controllers)

- 4 Touch Panel Controllers in the CEOC
- 1 Touch Panel Controller in the DOC
- 1 Touch Panel Controller in the Executive Conference Room

Recognizing the significantly short execution schedule, it will be necessary for LASD and the Contractor to work closely and concurrently on a number of interdependent project activities in the critical path.

The facility and building infrastructure modifications will be necessary to provide the site conditions readiness for the installation of the new technologies.

Scope of anticipated changes include:

- Minor Furniture Renovations
  - Demo and removal of existing DOC operator furniture consoles
  - Engineer, furnish, and install twelve (12) 24x7 furniture consoles into the DOC to accommodate a higher staff density and equipment needs
  - Engineer, furnish, and install office support furniture into the DOC
- Minor architectural/electrical/mechanical upgrades to support the VIS upgrades
  - Demo and removal of existing VIS equipment
  - Restoration of finishes (to best match existing)
  - Minor architectural and cosmetic upgrades (to best match existing)
  - Minor reconfiguration of existing electrical outlets (as required to support new equipment and furnishings)
  - Minor reconfiguration of existing mechanical infrastructure (as required)
  - Minor reconfiguration of existing lighting (as required to best support new equipment and furnishings)
  - Minor reconfiguration of existing fire protection systems (as required to support the architectural changes, new equipment and furnishings)

Specific modifications tasking will address the following:

- Decommissioning of the existing Video Display Systems
- Demolition and removal of the Custom Architectural Features

and the related support infrastructures such as:
    - drywall, architecture and finishes
    - ceiling grid and ceiling
    - light fixtures, lighting controls and zones
    - electrical outlet locations and tie-ins to equipments
    - floor finish, surface and penetrations
    - mechanical ducting/ conveyances, vents, zone controlling & rebalancing
    - sprinkler heads and pipe
    - smoke detection devices
- Reinstallation of new features to support new system installation and configuration
- Permitting, approvals, inspections
- Documentation of modifications for configuration records
- DOC desktop computing and related electronics
- Demolition and removal of furnishings and equipments
    - removal of computers, equipments and furnishings
    - inspection, testing and safe storage of equipments required for re-use
    - establishment and set-up of alternate/ continuity space if required to support ongoing operations during the project (operational continuity)
    - demolition and removal of workstations, work surfaces and support related fixtures
    - modifications as deemed necessary to:
        - drywall, architecture and finishes
        - ceiling grid and ceiling
        - light fixtures, lighting controls and zones
        - electrical outlet locations and tie-ins to equipments
        - floor finish, surface and penetrations
        - mechanical ducting/ conveyances, vents and system zone controlling & rebalancing
        - sprinkler heads and pipe
        - smoke detection devices
        - wall reinforcements, blocking
        - trim and moldings and finishes
        - structural elements
- reinstallation of furnishings, fixtures, equipments and support infrastructure
- reinstallation, cutover and testing of the equipments and infrastructures as required

Notes:

- MCD will be tasked with the responsibility of plans development.
- LASD will work together with MCD in the development of these plans for prompt review and approvals
- LASD will work closely to review, approve and accept the design plans and be responsible for executing the intent in the approved plan
- MCD will not be responsible for execution specific modifications to the plans, the facility or for uncovered/ unknown conditions. These responsibilities will be LASD's
- LASD will execute the facility and infrastructure demolition and new work in accordance with the plans and in accordance with specific critical path dates.
- MCD will provide a Tenant-Representative on site during the infrastructure modifications, to ensure that the LASD performed work is in accordance with the intent and plans.
- MCD will not be responsible for the installation work to be performed by the LASD.
- MCD will not be responsible for rework or modifications to the approved design plans.
- MCD will not be responsible for the punch-out and completion of the site installation work other than those specific system and equipments provided under the MCD contract.

In the event that LASD is unable to execute the facility related work in accordance with the MCD schedule requirements, LASD will provide an appropriate staging area for pre-installation test and checkout (PITCO) and System Operational Verification Testing (SOVT):

- LASD recognizes that the infrastructure readiness is a dependency that is required to be completed to achieve the 30-June completion date. LASD also recognizes that MCD can provide plans and schedule to accomplish this work; however, MCD cannot control the execution of the work and any technical, logistics, financial or other activities which might impact these dates and which may impact the project completion,
- LASD will identify and make available in accordance with MCD provided scheduling needs, an alternate space suitable for the installation, testing and acceptance of the System should the intended space not be available in time. Contractor will install and LASD will accept delivery of the system installation in that alternate space in this event. LASD will work in good faith to accept the delivery in the alternate space, forgoing any proximity/ location specific needs. LASD will furnish and provide at its own expense and in accordance with the alternate

- LASD will relocate the equipment to its permanent intended space and provide any final modifications and punch-list items in accordance with that final move.
- Contractor will warrant the design, equipment and functionality; but will not be responsible for the final installation conditions, errors or omissions in the facility design plans should the primary site not be available and readied in accordance with the schedule.

Subtasks

Subtask 6.1: VIS Infrastructure Design

The Contractor shall develop an Installation Design Plan (IDP) to deliver the VIS Infrastructure requirements identified in the RTM. The IDP shall consist of design drawings, system configuration details, list of materials, and product submittals.

Subtask 6.2: VIS Infrastructure Procurements

The Contractor shall procure, transport, verify arrival and condition, report status and secure on-site (provided by County as required) for the purposes of installation all equipment and materials as specified in the IDP. Deviations, delays and damage will be reported to County. Contractor shall provide submittals on all major procurements and shall not proceed on procurements until County has approved the procurements.

Subtask 6.3: VIS Infrastructure Installation

The Contractor shall conduct pre-installation test and checkout (PITCO) on the VIS systems at the Contractor's test facility. The Contractor shall provide engineering and technical services as required to stage, wire, connect, and bench test equipment at the predetermined PITCO site to simulate the configuration and operation of the equipment prior to installation. Upon completion of the pre-installation testing, the equipment set-up shall be disassembled as required, properly packaged for transport, and shipped to the installation site. The equipment shall be properly marked to aid with the final installation.

The Contractor shall complete the on-site installation of the equipment

that has been procured and has been through the PITCO approval process. The Contractor shall install new VIS components (hardware and software) as identified in the IDP. The Contractor shall program all equipment configured for operation in accordance with the IDP. The Contractor shall provide the touch panel configuration executable files in draft format to the government for review and approval. The Contractor shall provide the touch panel configuration executable files in final format to the government.

The Contractor shall conduct System Operational Verification Testing (SOVT) on the installed VIS components to validate delivery of project requirements set forth in the RTM.

The Contractor shall conduct training on the installed VIS upgrades to include a half day course offered twice to CEOC/DOC operators, administrators, and leadership.

Task 6 Deliverables

Deliverable 6.1: IDP

The Deliverable products for this Task include (Reference Attachment B3 for IDP outline):

- IDP – Draft Submission
- IDP – Final Submission

Deliverable 6.2: VIS Procurement

The Deliverable products for this Task include (Reference Attachment B3 for product submittals and proof-of-delivery outline:

- Product Submittals
- Proof of Delivery of Equipment

Deliverable 6.3: VIS Installation

The Deliverable products for this Task include (Reference Attachment B3 for Conditions of Acceptance Report contents:

- Successful completion of SOVT
- Delivered training (2 sessions)
- Conditions of Acceptance Report

Task 6 Schedule

The Task 6 Deliverables shall be submitted and approved in accordance with the project POA&M developed in Task 1.

Task 7 – DHS NOC Connectivity

The Contractor shall provide technical, administrative, policy, and legal facilitation and integration of connectivity between the DHS NOC and the LASD CEOC/DOC. Specifically the DHS NOC Connectivity shall include:

- DHS NOC COP Desk View: The contractor shall assist the County in requesting access to the DHS Homeland Security Information Network (HSIN) and the DHS NOC COP for required DOC and CEOC personnel.

- DHS NOC COP Executive View: The Contractor shall facilitate, to the extent possible, discussions between the County and DHS Operations to acquire access to the DHS NOC COP Executive View. This shall include assistance in development of memorandum of understanding/agreement (MOU/MOA) between DHS NOC and LASD. The agreements will need to be made between DHS and LASD (Contractor cannot guarantee agreements). If appropriate agreements are reached and LASD acquires the appropriate permissions and accounts from DHS, the Contractor will configure the Executive View for display on the County's video display systems.

- LASD Information Awareness and Sharing Tool Web Services: Contractor shall develop web services to make the information collected in the modules of the LASD Information Awareness and Sharing Tool (Task 8) available for future expansion with internal and external software systems. The Contractor will use secure, open standards for web service publication. The scope of the web service publishing effort is restricted to publication of the data in the LASD Information Awareness and Sharing Tool delivered in Task 8.

Subtasks

Subtask 7.1: DHS NOC Connectivity Configuration

The Contractor shall provide facilitation between DHS NOC and LASD to achieve the required understandings and agreements to obtain the

required DHS NOC COP Executive View account and permissions. The Contractor shall leverage existing contacts within the DHS NOC to initiate discussions and shall support the development of agreements between DHS and LASD for information access. These agreements need to be reached between DHS and LASD.

If appropriate agreements are reached between DHS and LASD and LASD acquires the appropriate permissions and accounts from DHS, the Contractor will support the establishment of HSIN accounts for DHS NOC COP Desk View access for identified CEOC/DOC operators, the Contractor shall configure the DHS NOC COP Executive View for display in the CEOC/DOC, and shall assist CEOC/DOC operators in publishing web services to make LASD information available to the DHS NOC COP.

The Contractor shall conduct System Operational Verification Testing (SOVT) on the configured DHS NOC COP views and LASD information web services to validate delivery of project requirements set forth in the RTM.

The Contractor shall conduct training on the configured DHS NOC COP views and LASD information web services to include a half day course offered twice to CEOC/DOC operators, administrators, and leadership.

Task 7 Deliverables

Deliverable 7.1: DHS NOC Connectivity Configuration

The Deliverable products for this Task include (Reference Attachment B3 for Conditions of Acceptance Report outline):

- Successful completion of SOVT
- Delivered training (2 sessions)
- Conditions of Acceptance Report

Task 7 Schedule

The Task 7 Deliverables shall be submitted in accordance with the project POA&M developed in Task 1.

Task 8 – LASD Information Awareness and Sharing Tool

The Contractor shall develop, install, and configure an information awareness and sharing tool for LASD CEOC/DOC. The tool shall provide

application modules for CEOC/DOC operations management, data aggregation, and information visualization to enhance LASD information awareness and sharing operational effectiveness. The application framework will be based on a modular, open source architecture that provides flexibility for systems integration and expansion. The tool will be web accessible via an internet browser but also provide expandable visualization capability for viewing on the CEOC/DOC VIS. The tool server will be procured and installed by the Contractor on LASD's existing IT infrastructure and the upgraded VIS infrastructure provided by the Contractor through Phase II of this project.

In addition to the application framework, the Contractor will develop and integrate the following custom software modules:

- Request for Information (RFI) Management Module - The module shall allow LASD staff to create, send and track RFI's to relevant parties.
- Key Decisions / Actions - The module shall allow LASD staff to predefine key decisions needed for incident response. The module will also provide a checklist and history of actions taken during an incident.
- Alerts - The module shall display a list and history of alerts that can be generated by both system operators and external sources. The module will provide a web based open framework for ingesting alerts from external sources.
- Collaboration - The module provide text chat, email and document sharing tools for collaboration among users of the information management tool.
- Resource Status - The module shall provide a capability to input and visualize location and availability of LASD resources in a list and on a GIS map. The module will provide an open framework for ingesting resource availability data from external sources.
- Situation Status - The module will allow operators to define situations and to organize information and document actions in response. The module will allow operators to pre-define situation status metrics for reporting and visualization during a defined situation.

Subtasks

Subtask 8.1: LASD Information Awareness and Sharing Tool Design

The Contractor shall develop a high-level Design Description Document

for the LASD Information Awareness and Sharing Tool to deliver the requirements identified in the RTM.

Subtask 8.2: LASD Information Awareness and Sharing Tool Procurements

The Contractor shall procure, transport, verify arrival and condition, report status and secure on-site for the purposes of installation a web server and the necessary network hardware to deploy the LASD Information Awareness and Sharing Tool. Deviations, delays and damage will be reported to County. Contractor shall provide submittals on all major procurements and shall not proceed on procurements until County has approved the procurements.

Subtask 8.3: LASD Information Awareness and Sharing Tool Development/Installation

The Contractor shall develop the information awareness and sharing framework and associated modules as defined in the High Level Design Description Document. The Contractor shall install and configure the information awareness and sharing server on the LASD network. The system will also be configured to run on the VIS within the CEOC/DOC.

The Contractor shall conduct SOVT testing on the delivered LASD Information Awareness and Sharing Tool to validate delivery of project requirements set forth in the RTM.

The Contractor shall conduct training on the modules of the information awareness and sharing tool to include a half day course offered twice to CEOC/DOC operators, administrators, and leadership.

Task 8 Deliverables

Deliverable 8.1: Design Description Document

The Deliverable products for this Task include (Reference Attachment B3 for Design Description Document outline):

- Design Description Document – Draft Submission
- Design Description Document – Final Submission

Deliverable 8.2: Procurement

The Deliverable products for this Task include (Reference Attachment B3

for Product Submittals and Proof-of-Delivery outline):

- Product Submittals
- Proof of Delivery of Equipment

Deliverable 8.3: Development/Installation

The Deliverable products for this Task include:

- Successful completion of SOVT
- Delivered training (2 sessions)
- Conditions of Acceptance Report

Task 8 Schedule

The Task 8 Deliverables shall be submitted in accordance with the project POA&M developed in Task 1.

Task 9 –Final System Acceptance

The System, in its entirety, as installed and configured, will be accepted by County subject to Contractor's completion of the following: a) Contractor's delivery to County of all Documentation produced pursuant to this Agreement, b) Contractor has met all requirements set forth in this SOW and the Agreement, and c) Contractor's verification of the successful delivery of the System as required by County, and d) Contractor's delivery of a Final System Acceptance certificate to County's Project Director, and e) County's Project Director has provided written approval of Contractor's achievement of Final System Acceptance, pursuant to *Paragraph 5.2* of the base Agreement.

Subtask 9.1: Final Documentation

Contractor shall revise/update all Documentation created or obtained pursuant to this Agreement which contains updated information consistent with the fully-operational System.

Subtask 9.2 Achieve Final System Acceptance

The Contractor shall conduct a final verification on the delivered System to ensure delivery of project requirements set forth in the RTM.

Contractor shall achieve Final System Acceptance by reviewing, with County, all Documentation and project results, against pre-defined Acceptance criteria as defined in the PCD. Predefined criteria established

in the PCD are iterative and cumulative across the design phases of the project. Final acceptance will be against the cumulative criteria Contractor shall achieve Final System Acceptance in accordance with the POA&M.

Task 9 Deliverables

Deliverable 9.1: Final Documentation

The Deliverable products for this Task include (Reference Attachment B3 for FRD contents):

- Final Documentation

Deliverable 9.2: Final System Acceptance

The Deliverable products for this Task include:

- Final verification of System against County's Requirements
- Final System Acceptance Certificate

Task 9 Schedule

The Final Documentation and Final System Acceptance Certificate shall be submitted in accordance with the POA&M developed in Task 1.

Task 10 – LASD Information Awareness and Sharing Roadmap

The Contractor shall deliver to the County, a proposed draft Forecast Roadmap Document (FRD) outlining the working format for future LASD Information Awareness and Sharing phased capability deliveries.

Subtasks

Subtask 10.1: FRD – Future LASD Information Awareness and Sharing Capabilities

The Contractor shall develop a FRD establishing a recommended/proposed phasing of future LASD Information Awareness and Sharing capabilities. The FRD will include the relevant elements of the following:

- Introduction
- Project Mission and Objectives
- Future Project Capability Phases
- Future Project Scope and Activities (By Phase)

- Feasibility Estimates for Schedule and Budget (By Phase)

Task 10 Deliverables

Deliverable 10.1: FRD

The Deliverable products for this Task shall consist of the following:

- FRD – Draft
- FRD – Final

Task 10 Schedule

The FRD shall be submitted in accordance with the POA&M developed in Task 1.

4.0 PROJECT ASSUMPTIONS

4.1 General

The following project assumptions, exclusions and limitations apply to this Statement of Work:

- All Deliverable documentation created for this engagement will be made available in both hard copy and electronic format. The electronic format will be Microsoft Office. The planning software used for this engagement is MS Project 2000, and;

- Contractor shall be responsible for providing all personal computing devices and software (e.g. Microsoft Office and Microsoft Project) for its staff.

- Several elements of this SOW are dependant upon memorandum of understanding/agreement between DHS and LASD. The Contractor will facilitate and support, to the extent possible, these agreements but cannot guarantee the agreements. These agreements must be reached between DHS and LASD. In cases where agreements are not reaced, the affected scope sections will be reassessed between County and the Contractor to determine a joint solution for path forward and any resulting change conditions.

4.2 Personnel

- Contractor shall, insofar as possible, accommodate the pairing of implementation resources with the appropriate Department resources, to facilitate knowledge transfer during implementation.

4.3 Technology

- Any changes in scope to the Tasks of this SOW, or inaccuracy in assumptions, will necessitate a change to the SOW, and will be handled according to the process described in *Section 6.0* of the body of the Agreement;

- Contractor is not responsible for data corruption in the baseline data

set, or the inability to create baseline data, due to failures outside of Contractor's control. Changes in the project, associated with recovery from such events, will be handled according to the process described in *Section 6.0* of the body of the Agreement;

- Contractor is responsible for providing its employees with all necessary hardware and software to complete the Tasks and Deliverables under this Agreement;

- Appropriate physical and administrative access to facilities, servers, network routing equipment, etc. in the current CEOC environment will be provided to the Contractor, subject to County's right to conduct security clearances of any and all of Contractor's employees, as required;

- The existing CEOC/DOC architectural, mechanical, and electrical conditions are adequate to support the addition of the solution capabilities delivered through Phase II of this project. The Contractor shall support only minor reconfigurations as required to meet the specific needs of the solutions;

- The existing CEOC/DOC IT/Network Infrastructure is sufficient to support the addition of the solution capabilities delivered through Phase II of this project. The Contractor shall support only minor reconfigurations as required to meet the specific needs of the solutions

4.4 County's Acceptance of Documentation

- County's acceptance of all Documentation produced by Contractor as a result of the Work outlined herein, will be governed by the conditions outlined in Sections 4.0 and 5.0 below and the body of the Agreement generally.

5.0 SUMMARY REVIEW - TASK/DELIVERABLE

Upon completion of particular Tasks, including all applicable Subtasks, Deliverables, goods, services, and other Work to be provided by Contractor pursuant to this Agreement, including the Statement of Work and any executed Change Order or Amendment, Contractor shall submit a Task/Deliverable Summary Review Form in the form attached as Exhibit H (Task/Deliverable Summary Review Form) to County Project Director, together with any supporting documentation reasonably requested by County Project Director for County Project Director's written approval. All Work shall be completed in a timely manner and in accordance with the requirements and Specifications

set forth in this Agreement, including the Statement of Work and the PCD, and must have the written approval of County Project Director, as evidenced by County Project Director's countersignature to the applicable Task/Deliverable Summary Review Form. County Project Director shall approve or disapprove particular Tasks, Deliverables and other work provided by Contractor pursuant to this Agreement within the time frames set forth in the PCD, or if none, within ten (10) days from the date of Contractor's submission of the applicable Task/Deliverable Summary Review Form. In no event shall County be liable or responsible for payment respecting a particular Task or Deliverable prior to execution of the Task/Deliverable Summary Review Form for such Task or Deliverable.

6.0 OTHER CONSIDERATIONS TO BE INCLUDED IN THE PROJECT CONTROL DOCUMENT

6.1 Document Review Process

When Contractor creates Documentation as part of the project, each document Deliverable will initially be developed in draft form.

When the draft document is complete, the Contractor Project Manager shall submit the initial release document to County Project Manager for review and comment. The County Project Manager will be responsible for distributing copies of the initial release document for internal review. The County Project Manager is responsible for consolidating Department's comments, and for providing a clearly marked version of the draft document to Contractor's Project Manager within five (5) Business Days, or as specified in the project POA&M as required to achieve project schedule. If comments are not received after the five (5) Business Day (or as specified in the project POA&M) then the document version is considered accepted. Contractor shall review and evaluate Department's comments and respond to them in writing, within five (5) Business Days for clarifications. The Department's comments and Contractor's recommendations will be discussed and integrated into a final version, and delivered to County Project Manager as specified in the project POA&M, unless otherwise agreed to by the parties. The County Project Manager is responsible for consolidating Department's comments, and for providing a clearly marked version of the final document to Contractor's Project Manager within three (3) Business Days, or as specified in the project POA&M as required to achieve project schedule. If comments are not received after three (3) Business Days (or as specified in the project POA&M) then the document version is considered accepted. The Contractor

shall then resubmit the final document within two (2) Business Days for final acceptance.

* * * * *

ATTACHMENT B1

COUNTY'S MINIMUM FUNCTIONAL AND TECHNICAL REQUIREMENTS FOR THE SYSTEM

NOC Connectivity Project

County's Minimum
Functional and Technical Requirements
NOC Connectivity Project

Overview:

This project is intended to achieve connectivity between the Los Angeles County Sheriff's Department Operations Center (DOC), the County Emergency Operations Center (CEOC), and the Department of Homeland Security's National Operations Center (NOC). Within this overall objective, operational capabilities at the DOC and CEOC will be expanded and upgraded to facilitate information-sharing through development of a "Common Operational Picture (COP)."

Hardware Requirements (Integrated and Configured):

- Digital, wall mounted, large size, flat-screen displays for visualization of COP, resource, status, situation status, and mapping/geographic information systems (GIS) products.
- Servers and/or networked computers to house data-base applications, GIS applications, web/internet services, video and voice over internet (VOIP) capabilities.
- Work stations (14 computers, 22 monitors) for managers, analysts, and staff to process COP applications. These should include a mix of two and three-monitor configurations.
- 2 Printers and 2 plotters (color) for information applications.

Software Functionality and Interface Capabilities:

- Common Operational Picture (COP)-Common Operating Database (COD), software and middleware able to accept multiple disparate feeds from a variety of sources and platforms.
- Two-way connectivity between the DOC and CEOC.
- Two-way connectivity between DOC/CEOC and NOC.
- Provide open standards based web services to export and import CEOC / DOC Information Sharing tool information. This tool will provide a web-based interface with the intention of supporting information exchange with external systems. The County's primary system interface objectives are identified below. The County and Contractor agree that the interoperability with the below systems is outside the scope of this Agreement
    - State Operations Center, Regional Operations Centers, and Jurisdictional EOCs within Los Angeles County.
    - Systems operated by the Joint Regional Intelligence Center (JRIC), LASD Crime Analysis Center, and systems at the NOC.
    - Homeland Security Information System (HSIN).

  - Field Command Posts through the Los Angeles Regional Common Operating Picture program (LARCOPP) and Antares system.
  - LAPD RACER.
  - Justice Data Systems, including COPLINK, LARCIS, Cal Gang, etc.
- Ability to exploit and process GIS systems and imagery from multiple platforms (ArcView, ArcInfo, enterprise GIS, Los Angeles Region Imagery Acquisition Consortium).
- Ability to exploit and process video (CCTV), and ASAP (Advanced Surveillance and Protection) Project capabilities.

Other Technical Requirements:

- Ability to print screen shots of real-time data.
- Ability to produce, digitally transmit, and share reports and screen shots.
- Uninterrupted power supply and surge protection.
- Ability to distribute COP products electronically to multiple users in function/role-specific format (utilizing a dynamic ontology).
- Provide open standards based web services to export and import CEOC / DOC Information Sharing tool information. This tool will provide a web-based interface with the intention of supporting information exchange with with legacy information systems and emerging technologies. The County and Contractor agree that the interoperability with the specific legacy systems and emerging technologies is outside the scope of this Agreement.
- Ability to accept data utilizing multiple, standard formats (XML, RSS, etc.).

Glossary of Acronyms:

ASAP – Advanced Surveillance and Protection Plan system
CCTV – Closed-circuit Television (video capture and closed transmission environment, as opposed to broadcast 'open' transmission, generic)
CEOC – County Emergency Operations Center
COD – Common Operating Database
COP – Common Operating Picture
COPLINK® – Software application, crime analysis
DOC – Department [Sheriff] Operations Center
GIS – Geographic Information System (information system used to capture spatially referenced data, generic)
HSIN – Homeland Security Information Network
LAPD RACER – Los Angeles Police Department's Realtime Analysis and Critical Response Division
LARCIS – Los Angeles Regional Crime Information System
LARCOPP – Los Angeles Regional Common Operating Picture Program
NOC – National Operations Center
*RDF – Resource Description Framework (family of World Wide Web Consortium (W3C) specifications)
RSS – family of 'web' (internet) feed formats which include:
Really Simple Syndication (RSS 2.0)
*RDF Site Summary (RSS 1.0 and .90)
Rich Site Summary (RSS .91)
XML – Extensible Markup Language (data format specification, generic)

ATTACHMENT B2

SYSTEM COMPONENTS

STATEMENT OF WORK DEFINITION	AGREEMENT DEFINITION	COMPONENTS
Video Information System (VIS) Infrastructure		
	Software	
	Interfaces	• Existing Video Teleconferencing System (VTC) • Existing Personal Computer(s) (PC) • DHS NOC Common Operating Picture (COP) • LASD Info Awareness and Sharing Tool
	Customizations	• Control Programming
	Third Party Software	
	Open Source Software	
	System Hardware	• VIS Servers • Cable TV (CATV) Tuners and equipment • Video Displays • Ceiling Mounted Audio Speakers • Master Time-Zone Clock • A/V Matrix Switch • VIS Processor • VIS Quad Processor • VIS Panel Controllers
DHS NOC Connectivity		
	Software	• LASD Information Awareness and Sharing Tool Web Services
	Interfaces	
	Customizations	• Display settings for CEOC/DOC Video Information Systems • Display settings for CEOC/DOC web browsers
	Third Party Software	
	Open Source Software	
	System Hardware	

LASD Information Awareness and Sharing Tool Suite		
	Software	• Request for Information (RFI) Module • Key Decisions/Actions • Alerts Module • Collaboration Module • Resource Status Module • Situation Status Module
	Interfaces	
	Customizations	
	Third Party Software	
	Open Source Software	• Information Sharing Tool Application Architecture
	System Hardware	• Information Sharing Tool Application Server • Information Sharing Tool Database • Operator Workstations and Local Displays

SYSTEM PERFORMANCE METRICS*

COMPONENT	METRIC
CEOC/DOC Information Sharing Tool	The System shall update posted content with changes within (TBD) seconds of being posted by the end-user
CEOC/DOC Information Sharing Tool	The System shall have a client side page refresh time of (TBD) seconds for static web pages for users at the CEOC/DOC
CEOC/DOC Information Sharing Tool	The System shall have a client side page refresh time of (TBD) seconds for web based GIS applications for users at the CEOC/DOC
CEOC/DOC Information Sharing Tool	The System shall automatically refresh situation monitoring screens every (TBD) seconds
CEOC/DOC Information Sharing Tool	The System shall make available content within (TBD) seconds of being posted by the end-user
CEOC/DOC Information Sharing Tool	The System shall complete user login in (TBD) seconds
CEOC/DOC Information Sharing Tool	The System shall support (TBD) concurrent logins
CEOC/DOC Information Sharing Tool	The System shall support (TBD) concurrent web service connections

*The parties will append this Attachment B2 upon Contractor's successful completion and delivery of Deliverables 1 through 5 (SOW), and County's approval of the same, to complete the System Performance Metrics outlined above.

ATTACHMENT B3

DELIVERABLE DEFINITION OUTLINE

VERSION 1.0

INFORMATION AWARENESS AND SHARING

Submitted:

November 17, 2008

Prepared By:

M.C. Dean, Inc. – C4I Group
4200 Wisconsin Ave. NW
Washington, DC 20016

Document Configuration Management Summary			
Name	**Date**	**Description of Change**	**Version**
Najaf Ally	November 17, 2008	Initial Document	1.0

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1.2 Mission and Objectives

1.2.1 Operational Need

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1.3 Project Scope

1.3.1 Overall Scope

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1.4 Work Breakdown Structure

1.5 Project Plan

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1.7 Project Team

1.7.1 Project Organization

1.7.2 Responsibility Assignment Matrix

1.8 Risk Assessment and Management

1.8.1 Risk Management Plan

1.8.2 Risk Register

2 PROJECT STATUS REPORT

I. GENERAL PROJECT INFORMATION			
CONTRACT NUMBER:		**PROJECT TITLE:**	LASD NOC Connectivity Project
D.O. NUMBER:	Not Applicable	**PROJECT SITE:**	
PERIOD OF PERFORMANCE:	AWARD DATE:	COMPLETION DATE: *(R = REVISED)*	
CLIENT POINTS OF CONTACT:			
PROJECT DIRECTOR:	John Sullivan, Lieutenant	PROJECT MANAGER:	Scott Anger, Sergeant
M.C. DEAN, INC. POINTS OF CONTACT			
PROGRAM DIRECTOR:	Gerard Skinner	PROJECT ENGINEER:	Eugene Rae
PROJECT MANAGER:	Ronald M. Griffin, PMP	SITE MANAGER:	N/A
BRIEF DESCRIPTION OF WORK:			

II. PROJECT STATUS/PROGRESS			
REPORT NUMBER:		**REPORTING PERIOD:**	

DELIVERABLES: *(please refer to attached POA&M Schedule for more detailed information)*

Task #	*Description*	*Due Date*	*Status*	*% Complete*	*Notes/Comments*
1					
2					
3					
4					
5					

PROGRESS/ACCOMPLISHMENTS THIS REPORTING PERIOD:

▪	▪
▪	▪

PROJECT MEETINGS THIS REPORTING PERIOD:

Date	*Description*	*Location*	*Participants*

PROBLEM AREAS/ACTION ITEMS THIS REPORTING PERIOD: *(significant issues)*

First Reported	*Reference Document*		*Status*	*Notes/Comments/Updates*

MODIFICATIONS THIS REPORTING PERIOD: *(please refer to attached Change Order Log for more detailed information)*	# OF PENDING MODS	

Status	*MOD #*	*Description*	*Date*	*Amount*	*Time Extension*

III. FINANCIAL INFORMATION			
ORIGINAL AMOUNT:	$0.00	INVOICED TO DATE:	$0.00
APPROVED MODIFICATIONS:	$0.00	PAID TO DATE:	$0.00
REVISED AMOUNT:	$0.00	LAST PAYMENT AMOUNT:	$0.00

IV. ATTACHMENTS *(please check all that apply)*			
☐ POA&M SCHEDULE	☐ CHANGE ORDER LOG	☐ SUBMITTAL LOG	☐ OTHER:
☐ RFI LOG	☐ MILESTONE PAYMENT LOG	☐ MEETING MINUTES	☐ OTHER:

3 OPERATIONAL CAPABILITIES DOCUMENT (OCD)

3.1 Introduction

3.1.1 Background

3.1.2 Project Approach

3.1.3 Purpose

3.1.4 Assumptions

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3.2 Mission Overview

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3.2.5 LASD Information Nodes

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3.3 Operational Needs

3.3.1 LASD-Explicit Operational Needs

3.3.2 LASD-Derived Operational Needs

3.3.3 LASD-Information Awareness and Sharing Key System Attributes

3.4 LASD Information Awareness and Sharing Capability Trace

The following traceability matrix maps the LASD Information Awareness and Sharing operational needs to the operational capabilities that support them. Definitions of these capabilities can be found later in this section of the OCD.

Operational Needs	Objectives	LASD Information Awareness and Sharing Operational Capabilities								
		Capability 1	Capability 2	Capability n	Capability n	Capability n	Capability n	Future Capability	Future Capability	Future Capability

3.4.1 Capability 1

3.4.1.1 Subcapability 1.1

3.4.1.2 Subcapability 1.2

3.4.2 Capability 2

3.4.2.1 Subcapability 2.1

3.4.2.2 Subcapability 2.2

3.4.3 Capability n

3.4.3.1 Subcapability n.1

3.4.3.2 Subcapability n.2

3.4.4 Future Capability

3.4.4.1 Subcapability TBD.1

3.4.4.2 Subcapability TBD.2

3.4.5 LASD Information Awareness and Sharing Services

The following traceability matrix maps the LASD Information Awareness and Sharing operational capabilities to the services that deliver them.

LASD Information Awareness and Sharing Services	Description	LASD Information Awareness and Sharing Operational Capabilities								
		Capability 1	Capability 2	Capability n	Capability n	Capability n	Capability n	Future Capability	Future Capability	Future Capability
Service 1										
Service 2										
Service n										
Future Service										

3.4.5.1 Capability 1 Services

3.4.5.2 Capability 2 Services

3.4.5.3 Capability n Services

3.4.5.4 Future Services

3.4.6 LASD Information Awareness and Sharing High-Level Architecture Diagram

3.4.7 LASD Information Awareness and Sharing Technology Solutions

The following traceability matrix maps the LASD Information Awareness and Sharing services to the technology solutions that deliver them:

LASD Information Awareness and Sharing Services	LASD Information Awareness and Sharing Technologies										
	Technology 1	Technology 2	Technology n	Technology n	Technology n	Technology n	Future Technology	Future Technology	Future Technology	Future Technology	Futur Technol
Service 1											
Service 2											
Service n											
Future Service											

3.4.7.1 Capability 1 Technologies

3.4.7.2 Capability 2 Technologies

3.4.7.3 Capability n Technologies

3.4.7.4 Future Capability Technologies

3.4.8 LASD Information Awareness and Sharing Pilot SV-1 and SV-2 Diagrams

3.5 LASD Information Awareness and Sharing Operational Scenario

The following scenario was developed by LASD with support from the Contractor. It will serve as the vignette for the end to end operational assessment of the LASD Information Awareness and Sharing solution set.

4 DESIGN INTENT DOCUMENT (DID)

4.1 Existing Layout

4.1.1 Existing Seat Layout

4.1.2 Operational Program

4.1.3 Existing Layout

4.2 Operational Intent

4.2.1 Presentation Plan

4.2.2 Operational Layout

4.2.3 Operational Zone Explanations

4.2.4 Operational Seat Layout

4.2.5 Operational Program

4.3 Active Infrastructure Intent

4.3.1 Active Infrastructure Layout

4.3.2 Active Infrastructure Zone Typicals

4.3.3 Active Infrastructure Building Plan

4.4 Security Intent

4.4.1 Security – Layout

4.4.2 Security – Notes

4.5 Audio Visual Systems Intent

4.5.1 Audio Visual Display Layout

4.5.2 Audio Visual Display Typicals 1

4.5.3 Audio Visual Display Typicals 2

4.5.4 Audio Visual Display Typicals 3

4.5.5 Audio Zoning

4.6 Furniture Intent

4.6.1 Furniture Layout

4.6.2 Furniture Typicals

4.7 Desktop AIS (Equipment) Intent

4.7.1 Desktop AIS Layout

4.7.2 Desktop AIS Typicals 1

4.7.3 Desktop AIS Typicals 2

4.7.4 Desktop AIS Typicals 3

4.8 Passive Infrastructure (Cabling) Intent

4.8.1 Passive Infrastructure Layout

4.9 Architectural and Finishes Intent

4.9.1 Partition / Millwork / RAF

4.9.2 Finishes

4.10 Mechanical Infrastructure Intent

4.10.1 Mechanical Layout

4.11 Electrical Infrastructure Intent

4.11.1 Electrical Layout

4.12 Lighting Intent

4.12.1 Lighting Layout

4.13 DHS NOC Connectivity Intent

4.13.1 Architecture

4.13.2 Descriptions

4.14 LASD Information Awareness and Sharing Tool Intent

4.14.1 Architecture

4.14.2 Descriptions

4.14.3 Module 1

4.14.3.1 Architecture

4.14.3.2 Descriptions

4.14.4 Module 2

4.14.4.1 Architecture

4.14.4.2 Descriptions

4.14.5 Module n

4.14.5.1 Architecture

4.14.5.2 Descriptions

5 DECISION SUPPORT DOCUMENT (DSD)

5.1 Background and Purpose

5.2 LASD Information Sharing Tool Funding Levels

5.3 Cost-Capability Analysis Process Overview

5.4 Options Overview

5.4.1 Option 1

5.4.2 Option 2

5.4.3 Option n

5.5 Options Pricing

5.5.1 Option 1

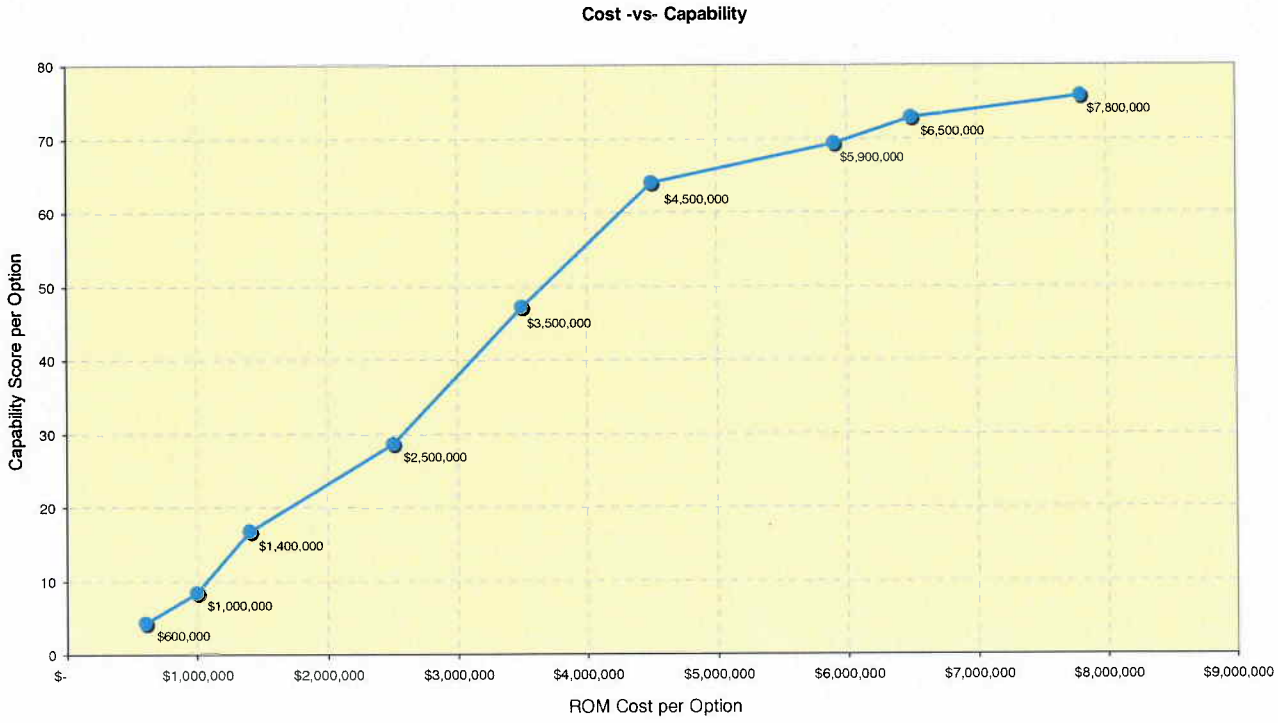
5.5.2 Option 2

5.5.3 Option n

5.6 Capability Scoring

Capability Area	Comments/Explanation	CEOC Weight (0-1)	DOC Weight (0-1)	Overall Weight (0-1)

5.7 Cost-Capability Analysis



5.8 Recommendations

5.9 Way Forward

6 REQUIREMENTS TRACEABILITY MATRIX (RTM)

<<Project>> Requirements Traceability Matrix (RTM) - Release XXXX									
Req ID	Explicit Requirement Description	Derived Requirement Description	Functional Area	Source	Date	Priority	Dependency	Verification Method	Verification Reference

7 VIDEO INFORMATION SYSTEM (VIS) INSTALLATION DESIGN PLAN (IDP)

DRAWING LIST AND RESPONSIBILITY

Project Name:					Delivery Order Number:			
LASD CEOC/DOC VIS SYSTEM					TBD			
Lead Engineer:	Job Number:			Sub Job Number:	SOW Number:			
Dates	30%	Draft	Final	As-Built				
Est. Start								
Est. Completion								
Submission (To C4I)								

FINAL SUBMISSION

Background		Drawing Name				Assignments			Initial Design Development Dates						Final Design Development Dates					
Date Back-ground Revised	Date Back-ground Frozen	Drawing Series	New Drawing Number	Sheet Number	Title	Design Eng. Initials	Cad Operator Initials	Primary Reviewer Initials	Est. Start	Initial Author	Initial Checked By	Initial AQ/QC	Initial CAD	Est. Initial Complete	2nd Review	Final Author	Final Checked By	Final QA/QC	Final CAD	Est. Submit
		IDP SET																		
		COVER			TITLE SHEET															
		FUNCTIONAL INTERFACE	A000	1 OF 1	DRAWING TREE															
		INSTALLATION MASTER	A020	1 OF 6	INSTALLATION MASTER DRAWING															
			A020	2 OF 6	MASTER LIST OF MATERIAL															
			A020	3 OF 6	VICINITY MAP															
			A020	4 OF 6	SITE MAP															
			A020	5 OF 6	BUILDING 440 FIRST FLOOR PLAN															
			A020	6 OF 6	BUILDING 440B FLOOR PLAN															
		FLOOR PLANS AND ELEVATIONS	A040	1 OF 11	FLOOR PLANS AND RACK ELEVATIONS															
			A040	2 OF 11	FLOORPLANS AND ELEVATIONS LIST OF MATERIALS															
			A040	3 OF 11	ROC FLOOR CABLING PLAN															
			A040	4 OF 11	LAN ROOM PLAN															
			A040	5 OF 11	ONE-NET SIPR-NET CLASSIFIED CAVINET ELEVATION															
			A040	6 OF 11	TBD CLASSIFIED CABINET ELEVATION															

			A040	7 OF 11	ONE-NET NIPR-NET UNCLASSIFIED CABINET ELEVATION
			A040	8 OF 11	COI-NET UNCLASSIFIED CABINET ELEVATION
			A040	9 OF 11	RGB UNCLASSIFIED CABINET ELEVATION
			A040	10 OF 11	TBD UNCLASSIFIED CABINET ELEVATION
			A040	11 OF 11	WORK AREA OUTLET DETAILS
		BLOCK DIAGRAMS	A060	1 OF 10	BLOCK DIAGRAMS
			A060	2 OF 10	VIDEO LOGICAL
			A060	3 OF 10	AUDIO LOGICAL
			A060	4 OF 10	CONTROL LOGICAL
			A060	5 OF 10	WORKSTATION LOGICAL
			A060	6 OF 10	WATCH FLOOR LOGICAL
			A060	7 OF 10	LAN/EQUIPMENT ROOM LOGICAL
			A060	8 OF 10	TELEPHONE CONNECTIONS LOGICAL
			A060	9 OF 10	VTC NETWORK LOGICAL
			A060	10 OF 10	ESS NETWORK LOGICAL
		CABLING BLOCK DIAGRAMS	A070	1 OF 10	CABLING BLOCK DIAGRAMS
			A070	2 OF 10	VIDEO CABLING BLOCK DIAGRAM
			A070	3 OF 10	AUDIO CABLING BLOCK DIAGRAM
			A070	4 OF 10	CONTROL CABLING BLOCK DIAGRAM
			A070	5 OF 10	WORKSTATION CABLING BLOCK DIAGRAM
			A070	6 OF 10	WATCH FLOOR BLOCK DIAGRAM
			A070	7 OF 10	LAN/EQUIPMENT ROOM BLOCK DIAGRAM
			A070	8 OF 10	TELEPHONE CABLING BLOCK DIAGRAM
			A070	9 OF 10	VTC NETWORK CABLING BLOCK DIAGRAM
			A070	10 OF 10	ESS NETWORK CABLING BLOCK DIAGRAM
		CABLE RUNNING SHEETS	A080	1 OF 10	CABLING RUNNING SHEETS
			A080	2 OF 10	VIDEO CABLING RUNNING SHEET
			A080	3 OF 10	AUDIO CABLING RUNNING SHEET
			A080	4 OF 10	CONTROL CABLING RUNNING SHEET
			A080	5 OF 10	WORKSTATION CABLING RUNNING SHEET
			A080	6 OF 10	WATCH FLOOR CABLING RUNNING SHEET
			A080	7 OF 10	LAN/EQUIPMENT ROOM CABLING RUNNING SHEET
			A080	8 OF 10	TELEPHONE CABLING RUNNING SHEET
			A080	9 OF 10	VTC NETWORK CABLING RUNNING SHEET
			A080	10 OF 10	ESS NETWORK CABLING RUNNING SHEET
		CIRCUIT DIAGRAMS	A110	1 OF 4	CIRCUIT DIAGRAMS
			A110	2 OF 4	CABLE TERMINATION DETAILS

			A110	3 OF 4	TELEPHONE CIRCUIT DIAGRAM
			A110	4 OF 4	NETWORK CIRCUIT DIAGRAM
		LABELING DETAILS	A120	1 OF 3	LABELING DETAILS
			A120	2 OF 3	WORKSTATION LABELING DETAILS
			A120	3 OF 3	PATCH PANEL LABELING DETAILS
		PATCH PANEL LAYOUTS	A130	1 OF 6	PATCH PANEL LAYOUTS
			A130	2 OF 6	ONE-NET SIPR-NET PATCH PANEL
			A130	3 OF 6	ONE-NET NIPR-NET PATCH PANEL
			A130	4 OF 6	COI-NET PATCH PANEL
			A130	5 OF 6	TBD UNCLASSIFIED PATCH PANEL
			A130	6 OF 6	PATCH CORD DETAIL
		CABLING ROUTING LAYOUT	A160	1 OF 4	CABLE ROUTING LAYOUT
			A160	2 OF 4	ROC PATHWAYS PLAN
			A160	3 OF 4	WATCH FLOOR CABLE ROUTING LAYOUT
			A160	4 OF 4	LAN/EQUIPMENT CABLE ROUTING LAYOUT
		MOUNTING DETAILS	A170	1 OF 4	MOUNTING DETAILS
			A170	2 OF 4	CABINET DETAILS
			A170	3 OF 4	ASSEMBLY DETAILS
			A170	4 OF 4	BASKET TRAY DETAILS

8 INFORMATION SHARING TOOL DESIGN DOCUMENT

8.1 Introduction

8.1.1 Background

8.1.2 System Overview

8.1.2.1 Goals and Purpose

8.1.2.2 Requirements and Scope

8.1.3 Related Documents

8.2 Software System Architecture

8.2.1 Architecture Description

8.2.2 Components Diagram

8.2.2.1 Internal Components

8.2.2.2 External Components and Interfaces

8.3 Software Components Definition

8.3.1 Component Name

8.3.1.1 Description, Capabilities and Requirements

8.3.1.2 Dependencies and Assumptions

8.3.1.3 Interface Descriptions

8.3.1.4 Processing Detail

8.3.1.5 Data Requirements and Interactions

8.3.1.6 User Interface Requirements and Interactions

8.3.1.7 Error Handling

8.3.1.8 Testing Notes

8.4 Database Architecture and Components

8.4.1 Database Architecture

8.4.1.1 Internal Components

8.4.1.2 External Components and Interfaces

8.4.2 Database Components Description

8.4.2.1 Tables

8.4.2.2 Triggers

8.4.2.3 Views

8.5 User Interface Architecture and Components

8.5.1 User Interface Overview

8.5.2 User Interface Design Rules

8.5.3 Navigation Architecture

8.5.4 Objects and Interactions

8.5.4.1 Object Name

8.5.3.1.1 Description, Capabilities, Requirements

8.5.3.1.1 Object Interactions

8.6 Terms and Definitions

9 PRODUCT SUBMITTALS

10 PROOF OF DELIVERY (POD)

11 CONDITIONS OF ACCEPTANCE REPORT

11.1 Identifying Information

11.1.1 Site Identification

11.1.2 Site's Points of Contact

Position	Rank/Name		Telephone (POTS/STU-III)		E-Mail

11.1.3 Maintenance Personnel Tracking

Name		Rate

11.1.4 Operator Training

Name		Rate

11.1.5 Integration Test Team

Name		Activity/Code

11.2 Logistics Support Verification

11.2.1 Hardware Failure Verification

11.2.2 Software Verification

CD / Tape No.		Title		Version		Serial No.		Site

11.2.3 Publications Verification (O&M Manuals)

TMINS #	NSN	Description	Qty

11.2.4 Equipment Information

Submtl #	Manufacturer	Model # / Part #	Description

11.3 Non-Operational Tests

11.3.1 Grounding and Bonding

11.4 Video Display System Performance Test

11.4.1 Touch Panels

11.4.1.1 Video Wall and Displays Power-up Verification

Step	Result	SAT

11.4.1.2 TV Tuners Operation Verification

Step	Result	SAT

11.4.1.3 DVD/VCR Operation Verification

11.4.1.4 Video Source Verification

Video Source	Item	Watch Floor Video Wall											

Video Source	Item	Watch Floor Video Wall											

Video Source	Item	Watch Floor Displays	
		Left	Right

11.4.1.5 Audio Source Verification

Source	Item	Watch Floor Speakers											

Source	Item	Command Staff Speakers	

11.4.1.6 Volume Verification

Step	Result	SAT

11.4.1.7 Sanitize Button Test

Operation	Item	Watch Floor Video Wall											

Operation	Item	Watch Floor Displays	
		Left	Right

11.5 DHS NOC Connectivity

11.5.1.1 Executive View on CEOC Video Wall

Step	Result	SAT

11.5.1.2 Executive View on DOC Video Wall

Step	Result	SAT

11.5.1.3 Desktop View on CEOC/DOC Workstation

Step	Result	SAT

11.6 CEOC / DOC Information Sharing Tool

11.6.1.1 Functional Requirements Checklist

Requirement ID	Verification Method	Verified	Comments

11.6.1.2 CEOC / DOC Information Sharing Tool Display on DOC Video Wall

Step	Result	SAT

11.6.1.3 CEOC / DOC Information Sharing Tool Display on CEOC Video Wall

Step	Result	SAT

12 FORECAST ROADMAP DOCUMENT (FRD)

12.1 Introduction

12.1.1 Introduction

12.1.2 Objective

12.1.3 Current State

12.1.4 Stakeholders

12.1.5 References

12.1.6 Roadmap Introduction

12.2 Assessment

12.2.1 County / LA Emergency Management Area ___ Operational Needs Assessment

12.2.2 County / LA Emergency Management Area ___ Systems Assessment

12.2.3 Leadership / Sponsorship Requirements

12.2.4 Joint Planning Analysis

12.2.5 Scope of System

12.3 Analysis

12.3.1 Operations

12.3.2 Information Products

12.3.3 Critical System Requirements

12.3.4 Major Technology Areas / Drivers

12.3.5 Technology Alternatives

12.3.6 IAS Platform Standards

12.4 Communications Plan

12.4.1 Introduction

12.4.2 Intended Audiences

12.4.3 Communication Considerations

12.4.4 Communication Activities

12.4.5 Communication Management

12.5 Planning Guide

12.5.1 Joint Planning, Local, Regional, National

EXHIBIT C

NOC CONNECTIVITY
PRICE AND SCHEDULE OF PAYMENT

1. Contractor's firm-fixed price fee for Phase I shall be **$850,000.00**.

2. Contractor's firm-fixed price fee for Phase II shall be **$1,850,000.00**.

3. The Maximum Contract Sum for all Work specified under this Agreement, as outlined in the *Agreement, Section 8.0 (Prices and Fees)*, shall not exceed **$2,700,000**.

Signed_____

Print Name **GERARD SKINNER**
Project Director

Title_____

Date_____

Price and Payment Schedule by Deliverable, Phase I

Task	Total for Deliverable	Invoice Pay Point**	Notes
Deliv 1.1 PCD (Draft / Final)	**$100,000.00**		
Deliv 2.1 Site Survey	**$250,000.00**		
Deliv 2.2 OCD (Draft/Final)	**$150,000.00**		
Deliv 3 DID (Draft/Final)	**$150,000.00**		This Document in three (3) parts: VIS Infrastructure, NOC Connectivity, Information Awareness and Sharing Tool
Deliv 4.1 Decision Support Doc (on options) (Draft/Final)	**$150,000.00**		
Deliv 5.1 RTM (Draft/Final)	**$50,000.00**		
SUBTOTAL	**$850,000.00**		

**Contractor may, with the approval of the County Project Director, combine Invoice paypoints into a one or more invoices.

Price - Phase II

Task	Total for Deliverable	Invoice Pay Point**	Notes
Video Information System (VIS)			
Deliv 6.1 VIS Infrastructure Design Doc (Draft/Final)	**$250,000.00**		
Deliv 6.2 VIS Infrastructure Procurement	**$1,030,000.00**		
Deliv 6.3 VIS Infrastructure Installation	**$25,000.00**		Conditions of Acceptance Report
Deliv 7.1 DHS NOC Connectivity Configuration	**$25,000.00**		Conditions of Acceptance Report
LASD Info Awareness/Sharing Tool			
Deliv 8.1 Design Description Document (Draft/Final)	**$200,000.00**		

Task	Total for Deliverable	Invoice Pay Point**	Notes
Deliv 8.2 Procurement			Proof of Delivery
Deliv 8.3 Development / Installation	**$25,000.00**		Conditions of Acceptance Report
Deliv 9.1/9.2 Documentation and Final System Acceptance	**$270,000.00**		Includes Final Documentation and Final System Acceptance Certificate
Deliv 10 Future Roadmap (Draft/Final)	**$25,000.00**		
SUBTOTAL	**$1,850,000.00**		
PROJECT TOTAL	**$2,700,000.00**		

EXHIBIT D

INVOICE DISCREPANCY REPORT

M.C. DEAN, INC.
NOC CONNECTIVITY
INVOICE DISCREPANCY REPORT (IDR)

1. **INVOICE DISCREPANCY** to be completed by County Project Director

   Today's Date:_____

   Contractor:_____

   Phone Number:_____

   Date of Subject Invoice: _____

   Description of Issues with Subject Invoice:

   _____

   _____

   _____

   Signed: _____ Date: _____
   County Project Manager

2. **REVIEWED**:

   Signed: _____ Date: _____
   County Project Director

3. **CONTRACTOR RESPONSE** (to be completed by Contractor Project Director)

   Date received from County Project Director: _____

   Explanation regarding Issues with Subject Invoice: _____

   _____

   _____

   Corrective Action Taken: _____

   _____

   _____

   Signed:_____ Date:_____
   Contractor Project Director

4. **COUNTY EVALUATION** of Contractor's Response and Action taken.

   _____

   _____

   _____

5. **Approved by COUNTY**:

   _____ Date: _____

   _____ Date: _____

6. **Contractor Notified on**_____ (Date)

INSTRUCTIONS
County Project Manager: Forward IDR to the Contractor for investigation and response.
Contractor: Must respond to County Project Director in writing within ten (10) days of receipt of IDR.
Copy LASD [Master Contract File]

EXHIBIT E

CONTRACTOR'S EEO CERTIFICATION

M.C. DEAN INC.
Contractor Name

4200 WISCONSIN AVENUE, SUITE 200, WASHINGTON , DC 20016
Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

CONTRACT WITH

MC DEAN, INC. FOR
NATIONAL OPERATIONS CENTER CONNECTIVITY PROJECT
(Contractor shall duplicate as necessary)

ACKNOWLEDGEMENT, CONFIDENTIALITY AND ASSIGNMENT AGREEMENT

AGREEMENT NAME & NUMBER: NOC Connectivity Project 369SH - Agmt#

CONTRACTOR/EMPLOYER NAME: M.C. DEAN, INC.

GENERAL INFORMATION:

Your employer referenced above ("Contractor") has entered into the above-referenced Agreement with the County of Los Angeles ("County") to perform work under the Agreement or has entered into a subcontract to perform such work. The County requires your signature on this Acknowledgement, Confidentiality & Assignment Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor is my sole employer for purposes of the above-referenced Agreement. I understand and agree that I must rely exclusively upon Contractor 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 Agreement.

I understand and agree that I am not an employee of the County for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County by virtue of my performance of work under and as defined in the above-referenced Agreement. I understand and agree that I do not have and will not acquire any rights or benefits from the County pursuant to any agreement between any person or entity and the County, including, without limitation, the above-referenced Agreement.

CONFIDENTIALITY AGREEMENT:

I acknowledge that because I may be involved with work pertaining to services provided by the County and I may have access to confidential data and information of County and/or its constituents, including, without limitation, the Confidential Information defined below. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County, including, without limitation, the Confidential Information. I understand that the County has a legal obligation to protect all such confidential data and information in its possession and 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 must sign this Acknowledgement, Confidentiality & Assignment Agreement as a condition of my work to be provided by Contractor for the County.

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 Agreement, including, without limitation, the Confidential Information. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor or such other responsible member of Contractor's staff as Contractor designates to me.

I agree to protect this data and information, including, without limitation, the Confidential Information, against disclosure to any person or entity other than Contractor or County employees who

have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor or such other responsible member of Contractor's staff as Contractor designates to me any and all violations of the above-referenced Agreement by myself and/or by any other person of which I become aware. I agree to return all such data and information, including, without limitation, the Confidential Information, to my immediate supervisor or such other responsible member of Contractor's staff as Contractor designates to me upon completion of the above-referenced Agreement, or termination of my employment with Contractor, whichever occurs first.

ASSIGNMENT OF PROPRIETARY RIGHTS:

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

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

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

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

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

I agree to provide any assistance reasonably requested by Contractor, now and in the future, to obtain United States or foreign letters patent and copyright registrations covering inventions and original works of authorship belonging or assigned to Contractor. I shall execute any transfers of ownership of letters patent or assignments of copyrights or other proprietary rights transferred or assigned hereunder (including short form assignments intended for recording with the U.S. Copyright Office, the U.S. Patent and Trademark Office, or any other entity). If Contractor is unable for any reason whatsoever, including my mental or physical incapacity, to secure my signature to apply for or to pursue any application for any United States or foreign letters patent or copyright registrations or on any document transferring or

assigning any patent, copyright or other proprietary right that I am obligated to transfer or assign, I irrevocably designate and appoint Contractor and its duly authorized officers and agents as my agent and attorney in fact, to act for, and on my behalf and stead, to execute and file any such applications and documents and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations or transfers or assignments thereof or of any other proprietary rights with the same legal force and effect as if executed by me. This appointment is coupled with an interest and is irrevocable.

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

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

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

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

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

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

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

Signed: _____ Dated: ____/____/____

Printed: _____

Position: _____

EXHIBIT G

CHANGE ORDER

Capitalized terms used in this Change Order without definition have the meanings given to such terms in that certain Agreement No. [_____] (the "Agreement"), or if not defined therein, in that certain Statement of Work attached as Exhibit B to the Agreement (the "Statement of Work").

REQUESTOR INFORMATION

Request Date: Return Date:

Requested by: Organization:

Prepared by:

Change Type – Check one

Requirements Design Other

Change Payment Type – Check one (Note that this is a Firm Fixed Price (FFP) Agreement, and that Time & Materials Charges may not be applied to any Change Order.)

Fixed Price

PART 1: CHANGE INFORMATION FROM REQUESTOR

1 **Proposed Change Summary Description and References:** Describes the change being proposed and clearly identifies whether the change is product-related, organizational, or procedural in nature. Any reference material that will assist the reviewers should be identified and attached. If the proposed change relates to Tasks or Deliverables set forth in the Statement of Work, lists such Tasks and Deliverables.

2 **Change Required Completion Date**: Provides a completion schedule for the proposed change, including (a) any date by which such change must be completed and an explanation for such completion date, (b) any post-completion acceptance period, and (c) if the proposed change relates to Tasks or Deliverables set forth in the Statement of Work, a revised Task and Deliverable completion schedule under the Statement of Work (i.e., other than the Work requested under the Change Order).

3 **Justification**: Discusses why the change is being proposed and includes a discussion of how the proposed change is outside of the scope of Work set forth in the Agreement and the Statement of Work. In other words, how will County and Contractor benefit from the change and why County is not entitled to the change under the Agreement and the Statement of Work. By the Contractor Project Director's signature to this Part I, Contractor certifies that the proposed change is outside of the scope of Work set forth in the Agreement and the Statement of Work.

4 **Impact of Not Implementing The Proposed Change**: Discusses the adverse impact, if any, on County and Contractor of not implementing the proposed change.

5 **Staff and Personnel Hours:** Sets forth the level of staff required to complete the proposed change and the number of estimated personnel hours.

6 **Alternatives**: Lists at least one alternative (more if possible) to the proposed change, and indicates why the proposed change is better. Attach any supporting documentation that helps to clarify the proposed change.

[If Change Order is requested by Contractor]

Signature of Requestor: _____
Contractor Project Director

For each Change Order, when Part I is complete, Contractor Project Director shall submit the Change Order to County Project Manager. At that time, a control number will be assigned so that the Change Order can be tracked to completion. All Change Orders will be reviewed on a regular basis by the County Project Director. As part of Part 2 of the change control process, the County Project Director will complete Part 2 of the template.

PART 2: INITIAL REVIEW OF CHANGE REQUEST The County Project Director along with County Project Manager will review the initial request and determine whether to proceed, reject, or defer the request. Additionally, the County Project Director and Department Project Manager will decide which person or persons at County and Contractor should be reviewing and approving the Change Order in accordance with *Section 6.0 (Change Notices, Change Orders and Amendments)* of the Agreement.

Initial Review Date: Assigned to:

Ok for Final Approval _____ (Bypass impact analysis)

Approve for Impact Analysis _____ Reject _____ Defer Until _____

Reason:

PART 3: IMPACT ANALYSIS (The County Project Manager will make an initial assessment of the schedule, and resources needed to implement the proposed change, based upon the information submitted by Contractor pursuant to Part I of the Change Order and upon any other information available to it. If the requested change is complex, a Schedule Impact Analysis (SIA) should be requested. The analyst will indicate this, and will estimate the schedule and resources needed to perform the SIA. The County Project Director will once again review the requested change and either accept, reject, or defer based on the terms submitted by Contractor in Part I above, or may resubmit the Change Order to Contractor, with any revisions suggested by the assigned analyst's impact analysis.)

1 Baselines Affected:

2 Configuration Items Affected:

3 Cost / Schedule Impact Analysis Required YES NO

4 Impact on Scope:

5 Impact on Quality:

6 Impact on Cost:

7 Impact on Schedule:

8 Impact on Resources:

9 Impact of Not Implementing Change:

10 Alternatives:

11Classification **HIGH** **MEDIUM** **LOW**

12 Final Recommendation / Comments:

Reviewer Name: Reviewer Role:

Final Review Date:

Reviewer Signature: _____ Date:

When the analysis in Part 3 has been completed by the assigned analyst, and the cost, schedule, and

resource needs are identified, the Project Manager will submit the Change Order to the persons at County and at Contractor who will be reviewing and, if applicable, approving, such Change Order in accordance with *Section 6.0 (Change Notices, Change Orders and Amendments)*. The appropriate processes will, with approval of the appropriate persons under *Section 6.0 (Change Notices, Change Orders and Amendments)*, be followed to update the Agreement.

PART 4: FINAL APPROVAL (The change request can be accepted or rejected at any phase)

County Approver Name:_____

Action: Approve: ☐ Reject: ☐

Comments:

County Counsel Representative:_____

Contractor Approver Signature:_____

Date:_____

On completion of Part 4 of the Change Order in accordance with *Section 6.0 (Change Notices, Change Orders, and Amendments)* of the Agreement, the following provision will apply to the Change Order:

Ratification of the Agreement. Except as expressly modified by this Change Order, the terms and provisions of the Agreement and related documentation, including Exhibit A (Additional Terms and Conditions) to the Agreement, shall continue in full force and

effect and shall control the effect and interpretation of this Change Order, including *Section 54.0 (Governing Law, Jurisdiction, and Venue)* of *Exhibit A (Additional Terms and Conditions)*. All references in the Agreement and related documentation to "the Agreement", "this Agreement", "hereunder", "hereof" or words of like import shall mean and be the Agreement, as expressly modified by this Change Order.

EXHIBIT H

TASK/DELIVERABLE SUMMARY REVIEW FORM

PROJECT: **PHASE:**
DELIVERABLE #

PROJECT IDENTIFICATION[1]

Contract Number and Date:

Contractor Name: **M.C. Dean, Inc.**

Date Submitted:

Summary Review Date:

Re-Submission: YES NO

If yes list past Submissions:

Date of Past Rejections	Reason for Rejection

TASK/DELIVERABLE REVIEW INFORMATION (If appropriate, information for multiple Tasks/Deliverables may be included for approval on a single acceptance form.)

Task/Deliverable #	Task/Deliverable Date:
Task/Deliverable Name:	
Task/Deliverable Definition:	
Task/Deliverable Summary Review Status:	

Task/Deliverable Definition: A detailed definition of each Deliverable with respect to which the Task/Deliverable Summary Review is being submitted, as such Deliverable is described in the Statement of Work and the applicable PCD.
Summary Review Status: For each Deliverable being presented, provide a Summary Review of status, objectives met or not met, impact on Project schedule and/or other criteria for Review as set forth in the applicable PCD.

[1] Capitalized terms used in this Task/Deliverable Summary Review have the meanings given to such terms in the Agreement identified by Contract Number and Date above (the "Agreement") or, if not defined therein, in Exhibit B (Statement of Work) to the Agreement (the "Statement of Work").

PROJECT: **PHASE:**
DELIVERABLE #

CERTIFICATION BY CONTRACTOR:

By its signature below, Contractor hereby certifies to County that as of the date of this Task/Deliverable Summary Review, it has satisfied or is in the process of satisfying all conditions precedent in the Agreement, including the Exhibits thereto to the Tasks and Deliverables specified herein satisfies the review criteria applicable to such Tasks and Deliverables. Contractor further represents and warrants that the Work performed in respect of such Tasks and Deliverables has been completed, or is in a state of completion such as described in this Summary Review, in accordance with Exhibit B (Statement of Work). Attached hereto is a copy of all supporting documentation required pursuant to the Agreement and Exhibit B (Statement of Work), including any additional documentation reasonably requested by County.

Contractor: _____ Date: _____
Contractor Project Director

PROJECT: **PHASE:**
DELIVERABLE #

COUNTY REVIEWER INFORMATION

Reviewer 1

Reviewer Name: Dept: Role:

Deliverable Name:

Recommended Action: Approve Reject

Reviewer Comments:

Reviewer Signature:_____ Date:

COUNTY APPROVER INFORMATION

Approver Name: Role: County Project Director

Deliverable Name:

Action Approve: Reject:

Approver Comments:

Approver Signature:_____ Date:
County Project Director

EXHIBIT I

NOC CONNECTIVITY PROJECT
FINAL SYSTEM ACCEPTANCE CERTIFICATE

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
NOC CONNECTIVITY PROJECT
FINAL ACCEPTANCE CERTIFICATE
PROJECT: PHASE: 2
DELIVERABLE #

PROJECT IDENTIFICATION[1]

Contract Number and Date:

Contractor Name: **M.C. DEAN, INC.**

Date Acceptance Certificate Submitted:

Acceptance Date:

Re-Submission: YES NO

If yes list past Submissions:

Date of Past Rejections	Reason for Rejection

DELIVERABLE INFORMATION (If appropriate, information for multiple Deliverables may be included for approval on a single acceptance form.)

Deliverable #	Deliverable Date:
Deliverable Name: NOC Connectivity Project	
Deliverable Definition:	
Deliverable Acceptance Criteria:	

Deliverable Definition: A detailed definition of this Deliverable with respect to which this Final System Acceptance Certificate is being submitted, as such is described in the Statement of Work and the applicable PCD.
Acceptance Criteria: For the System, list the acceptance criteria which must be met in order to achieve such County's acceptance of such Deliverable, as set forth in the applicable PCD.

CERTIFICATION BY CONTRACTOR:

By its signature below, Contractor hereby certifies to County that as of the date of this

[1] Capitalized terms used in this Final System Acceptance Certificate have the meanings given to such terms in the Agreement identified by Contract Number and Date above (the "Agreement") or, if not defined therein, in Exhibit B (Statement of Work) to the Agreement (the "Statement of Work").

PROJECT: PHASE: 2
DELIVERABLE #

Final System Acceptance Certificate, it has satisfied all conditions precedent in the Agreement, including the Exhibits thereto to the completion and delivery of the System set forth above, including satisfaction of the acceptance criteria applicable to such Deliverable and County's approval of the Work performed in connection with the achievement of such Deliverable. Contractor further represents and warrants that the Work performed in respect of the described Deliverable has been completed in accordance with the Exhibit B (Statement of Work). Attached hereto is a copy of all supporting documentation required pursuant to the Agreement and Exhibit B (Statement of Work), including any additional documentation reasonably requested by County.

Contractor: _____ Date: _____
Contractor Project Director

PROJECT: PHASE: 2
DELIVERABLE #

COUNTY REVIEWER INFORMATION

Reviewer 1

Reviewer Name: Dept: Role:

Deliverable Name:

Recommended Action: Approve Reject

Reviewer Comments:

Reviewer Signature:_____ Date:

Reviewer 2

Reviewer Name: Dept: Role:

Deliverable Name:

Recommended Action: Approve Reject

Reviewer Comments:

Reviewer Signature:_____ Date:

PROJECT: PHASE: 2
DELIVERABLE #

COUNTY APPROVER INFORMATION

Approver Name: Role: County Project Director

Deliverable Name:

Action Approve: Reject:

Approver Comments:

Approver Signature: _____ Date:
County Project Director

EXHIBIT J

SAFELY SURRENDERED BABY LAW

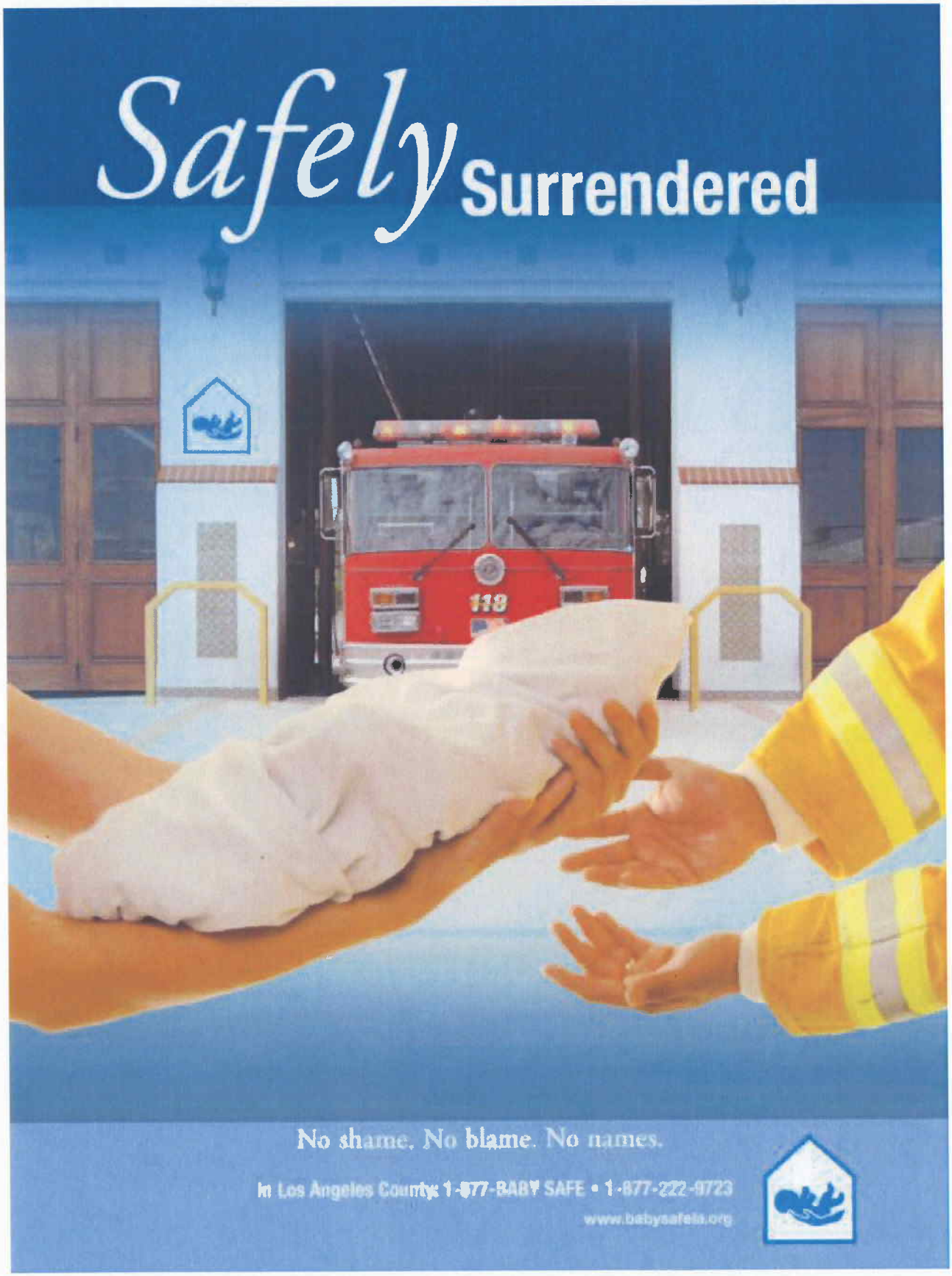


EXHIBIT J

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.

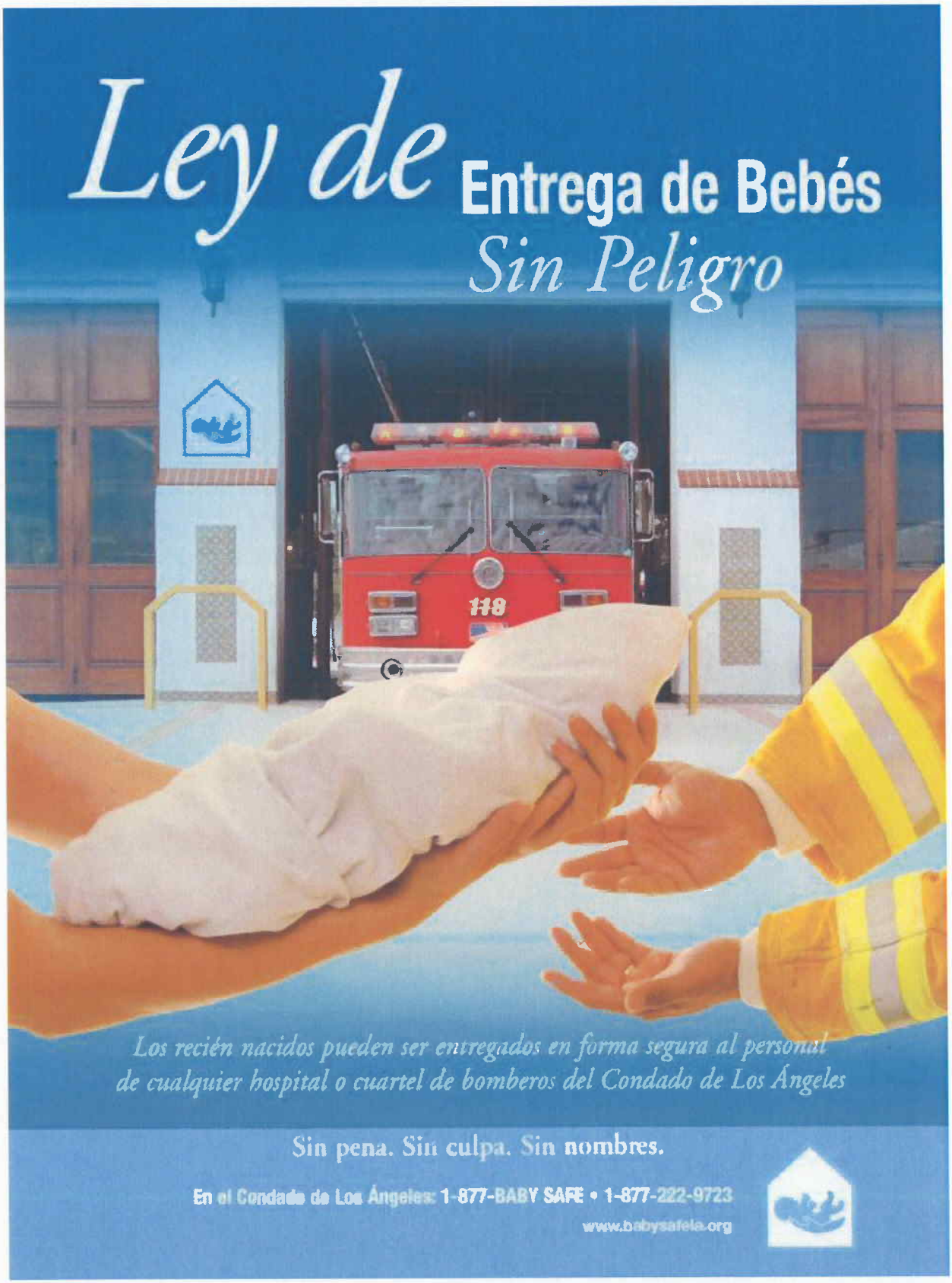
Why is California doing this?

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 J


Ley de Entrega de Bebés Sin Peligro
118
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

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.

EXHIBIT K

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

CIO ANALYSIS

SOLE SOURCE AGREEMENT WITH M.C. DEAN, INCORPORATED TO PROVIDE NATIONAL OPERATIONS CENTER CONNECTIVITY TO THE COUNTY EMERGENCY OPERATIONS CENTER

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: Approximately 13 Months # of Options None

Contract Components:

☒ Software ☒ Hardware ☐ Telecommunications
☒ Professional Services

Project Executive Sponsor: Chief David R. Betkey

Budget Information :

Y-T-D Contract Expenditures	-
Requested Contract Amount	$ 2,700,000
Aggregate Contract Amount	$ 2,700,000

Project Background:

Yes	No	Question
☐	☒	Is this project legislatively mandated?
☒	☐	Is this project subvented? If yes, what percentage is offset? 100% of the funding for this Agreement is provided by a grant provide by the Urban Area Security Initiative (UASI) through the California Office of Homeland Security.
☒	☐	Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved? The Sheriff's Department intends to use the proposed solution in gathering tactical information from mobile command centers and mobile units during disaster planning and response.

Strategic Alignment:

Yes	No	Question
☒	☐	Is this project in alignment with the County of Los Angeles Strategic Plan? The services provided in this Agreement are in support of the County's Strategic Goal 1 – Service Excellence and Goal 3 – Organizational Effectiveness.

Yes	No	Question
☐	☒	Is this project consistent with the currently approved Department Business Automation Plan? This project was not identified in the Sheriff's Business Automation Plan. The CIO will work with the Sheriffs to ensure that the project is included in the Sheriff's FY 2009-10 Business Automation Plan.
☒	☐	Does the project's technology solution comply with County of Los Angeles IT Directions Document? The proposed solution is a highly specialized set of applications that incorporates hardware and software technologies implemented at the National Operations Center (NOC) and is complaint with the County's Strategic IT Directions Document.
☐	☒	Does the project technology solution comply with preferred County of Los Angeles IT Standards? The technology used by NOC is highly specialized and proprietary and is utilized specifically for providing real-time situational awareness to coordinate tactical responses in the event of an emergency or disaster.
☒	☐	This contract and/or project and its milestone deliverables must be entered into the Information Technology Tracking System (ITTS).

Project/Contract Description:

This sole source Agreement with M.C. Dean, Incorporated (M.C. Dean) is to provide connectivity between the County's Emergency Operations Center (CEOC) and the National Operations Center (NOC) with the following functionality:

- Video Information System (VIS) Infrastructure; and
- Sheriff's Information Awareness and Sharing Tool Suite focused on delivering enhance situational awareness and resource status during an emergency or disaster.

The project will be executed in two phases. Phase I comprises a needs assessment to determine the requirements for implementing the VIS and Information Awareness and Sharing Tool Suite. Key deliverables from this phase include a Site Survey Report, Operational Capabilities Document and a Design Intent Document. Phase II is to establish connectivity between the CEOC and NOC to support the implementation of VIS and the Information Awareness and Sharing Tool Suite at the CEOC.

Background:

The Sheriff's Department is the first-responder lead agency for the County and has secured a UASI grant to establish connectivity between the CEOC and NOC to deploy technologies to enhance the County's capabilities for situational awareness in coordinating a response during an emergency or disaster.

Per the Sheriff's Department, the grant requires all expenditures to be paid by the expiration date of December 31, 2008, for this project's portion of the UASI grant. As such, the Agreement provides for an advance payment to M.C. Dean for all or any part of the work

described in Phase I and Phase II of the Statement of Work up to the full contract sum of $2,700,000. The Sheriff's Department's ability to seek reimbursement for the project will be jeopardized if the expenditures are not paid by the grant's expiration date of December 31, 2008.

Project Justification/Benefits:

The connectivity will be established using the Homeland Security Information Network. M.C. Dean is the original contractor for the Department of Homeland Security in developing and the proposed solution and is working with numerous Federal, State and local agencies to implement the proposed solution.

Project Metrics

The Agreement clearly identifies the service levels to be provided by the contractor for the term of the Agreement.

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

This Amendment, if not approved, will cause LASD to be unable to leverage NOC technologies in coordinating its response to emergencies or disasters.

Alternatives Considered:

No alternatives currently exist that would provide the same solution.

Project Risks:

The following are key risks of the project:

- Advance payment of deliverables. As previously stated the UASI grant requires all expenditures to be paid by the expiration date of December 31, 2008.

- Aggressive project schedule. Phase I and Phase II of the project is scheduled to be completed by the June 30, 2009. The Sheriff's Department may need to modify facilities to accommodate the implementation of Phase II within tight time constraints. Additionally, the Sheriff's Department will need to secure a Memorandum of Understanding to establish the connectivity with the NOC by the end of March, otherwise the overall schedule may be impacted.

Risk Mitigation Measures:

A Performance Bond for the full contract amount of $2,700,000 will be established to mitigate the risk of advance payment of deliverables. The Performance Bond will only be released by the Sheriff's Department upon final acceptance of the project.

To mitigate the schedule risks, the Sheriff's Department will be assigning facilities crafts team to address any facilities modifications and will begin negotiating a Memorandum of Understanding with the Department of Homeland Security upon Board approval of the Agreement with M.C. Dean.

Financial Analysis:

The cost of this Agreement ($2,700,000) is 100% funded by a UASI grant administered by the California Office of Homeland Security and does not include any Net County Cost.

CIO Concerns:

The CIO remains concerned about the advance payment of deliverables and will continue to monitor the project through its completion.

CIO Recommendations:

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

CIO APPROVAL

Date Received: 11/19/08

Prepared by: [signature]

Date: 11/19/2008

Approved: [signature]

Date: 11/19/2008