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

LEROY D. BACA, SHERIFF

February 17, 2009

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

Dear Supervisors:

AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES AND TWENTY FIRST CENTURY COMMUNICATIONS FOR AN EMERGENCY MASS NOTIFICATION SYSTEM (ALL DISTRICTS) (3 VOTES)

SUBJECT

Request for approval of Agreement with Twenty First Century Communications; delegate authority to execute the necessary agreements with the local telephone companies for acquisition of 911 data; and approval to use $1,977,530 from the Information Technology Fund to fund the project.

JOINT RECOMMENDATION FROM THE SHERIFF, FIRE CHIEF, AND CHIEF INFORMATION OFFICE THAT YOUR BOARD:

1. Approve and instruct the Chairman to sign the attached Agreement (Agreement) with Twenty First Century Communications for the provision of a Mass Notification System (MNS) to be operated by the Los Angeles County Sheriff's Department (Department). The Agreement term is for five years effective upon Board approval, with a maximum obligation of $1,535,000.

2. Delegate authority to the Chief Information Office (CIO) to execute future change notices to modify the Agreement that either a) do not materially affect the scope of the work, term or maximum contract sum, or b) use the pool dollars for post implementation work.

3. Delegate authority to the CIO to execute the necessary Agreements with the local telephone companies to acquire the emergency 911 data that will be used by the MNS. The anticipated five year cost for this data is $442,530.

4. Approve and authorize the use of $1,977,530 from the Information Technology Fund (ITF) to support the system implementation, pool dollars, hosting, maintenance and support, and acquisition of 911 data from the local telephone companies.

5. Delegate authority to the Sheriff to increase the contract amount by purchasing additional fixed-cost minutes in case of an emergency.

6. Delegate authority to the Sheriff to execute future amendments to add or change certain terms and conditions in the Agreement as required by the Board of Supervisors or Chief Executive Office (CEO).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Currently, Los Angeles County (County) has no consistent way to contact residents and businesses in case of regional or local emergencies. The purpose of this action is to request your Board's approval for a Countywide MNS that will enable timely notification to County residents and businesses, via voice, text, and e-mail, when emergencies or other incidents occur in defined geographic areas. The MNS uses Geographic Information System (GIS) maps and polygons that correlate geo-coded information into telephone numbers and addresses.

This request includes two components:

1. Approval for the provisioning, implementation, hosting, maintenance, and support for a MNS system from Twenty First Century Communications.

2. Authorization to acquire Los Angeles County 911 data (i.e. addresses and telephone numbers) from local telephone companies. This data will be downloaded into the MNS and geo-coded. It will also be refreshed on a monthly basis to ensure currency.

The Department serves as the County's Emergency Services Coordinator and will be responsible for the administration of the MNS, and the development of related policies and procedures for its use. The MNS will be securely hosted at the vendor's data center and accessed remotely via a web browser by Department personnel. When an emergency occurs, a message will be recorded and disseminated electronically by the Department to the affected residents and businesses. After each incident, the MNS will provide system reports confirming the disposition of each call (i.e., live answer, busy, answering machine, etc.).

Initially, the MNS will utilize land-line telephone numbers purchased as part of the 911 database from the local telephone companies in the County. As part of the system implementation, the vendor will also develop a self-registration website to collect information on other preferred communication methods (i.e., mobile numbers and e-mail addresses).

The MNS will improve the County's ability to communicate faster, better, and more reliably. The system will provide the ability to:

- Target messages and follow-up information to residents in affected areas;
- Reduce potential for miscommunications by distributing accurate and consistent messages;
- Record messages in multiple languages, if necessary;
- Obtain visibility into message delivery by receiving timely confirmation and reporting regarding call disposition;

The MNS effectiveness is dependent on local telephone companies' infrastructure to deliver the communication messages. In cases of severe emergencies, this infrastructure may be taxed beyond its capabilities. However, the MNS will be just one of several vehicles that the Department will use to communicate with residents and businesses.

Implementation of Strategic Plan Goals

This project meets the County of Los Angeles Strategic Plan, Goal 1, Service Excellence; Goal 3, Organizational Effectiveness; and Goal 8, Public Safety.

FISCAL IMPACT/FINANCING

The ITF Executive Committee recommended funding for the MNS project in the amount of $1,977,530. This cost includes one million voice minutes and one million text messages per year. All unused minutes and text messages will roll over to future contract years.

Due to lack of empirical data regarding emergency telephone communication within the County, the projected MNS usage of one million minutes per year was determined by Sheriff, Fire, CEO's Office of Emergency Management (OEM), and CIO to be a prudent baseline for system implementation. There are provisions in the Agreement for fixed cost purchases of additional minutes, if needed. The five-year cost breakdown is identified in the table below:

Description	Cost
System provisioning, implementation, hosting, maintenance and support	$1,395,500
Pool dollars for post-implementation work	$139,500
Acquisition of emergency 911 data and monthly downloads from local telephone companies	$442,530
Total Project Cost	$1,977,530

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The term of the Agreement will commence upon Board approval and expire in five years. After a period of four years, the project will be assessed by a coalition of County departments for its value and usefulness. At that time, the County will evaluate the viability of continuing the project beyond the initial period, pending availability of future funding. The Agreement contains all of the latest Board-required provisions. To reach agreement with Twenty First Century Communications, one concession was necessary on behalf of the County. A new Section 13.4 (Limitation of Liability) has been added to the County's standard indemnification provision, which limits the Contractor's liability for actions arising out of or in connection with the Agreement to (i) $4 million for claims arising out of errors and omissions/professional liability, and (ii) $10 million for claims arising out of general liability. The foregoing limitations will not apply to (i) fraud, willful, intentional or grossly negligent misconduct of any nature, (ii) any liability arising from Contractor's indemnification obligations to the County for intellectual property matters, or (iii) any claims relating to a violation of a party's intellectual property rights. The County's CEO Risk Management Section has determined that the provision is commercially reasonable in light of the circumstances and has approved of its inclusion in the Agreement.

CONTRACTING PROCESS

Twenty First Century Communications was selected through a formal open, competitive solicitation process. The CIO, in collaboration with Sheriff, Fire, OEM, and Department of Public Health (DPH), prepared and released a Request for Proposals (RFP) in August 2007. The RFP was posted on the County's website. A mandatory Proposers' Conference, which was attended by 16 prospective proposers, was held to

present an overview of the RFP and to answer vendor questions. In September 2007, five vendor proposals were received. The companies were:

- AT&T/CodeSpear
- Emergency Communications Network
- NTI Group
- Sigma Communications
- Twenty First Century Communications

After submitting their proposal, AT&T/CodeSpear formally contacted the County to inform us of a change in their business practices that would preclude them from delivering the solution outlined in their proposal. In effect, they withdrew their proposal.

The RFP evaluation committee was comprised of CIO, Sheriff, Fire, OEM, and DPH. The evaluation was based on criteria described in the RFP, which included qualifications, approach, quality control plan, references, and proposed price. The evaluation process included a comprehensive review of the proposals and demonstrations by all four remaining vendors. Based on individual and consensus scoring, the evaluation team recommended Twenty First Century Communications as the company providing the best combination of product, services, and cost. The solicitation process was conducted in accordance with County contracting policies and procedures.

Subsequent to the vendor de-briefs, and in accordance with the County protest policy, Blackboard Connect, Incorporated (Blackboard), formerly known as The NTI Group, requested a Contractor Selection Review. The CIO's office completed the Contractor Selection Review and concluded that all procedures specified within the RFP solicitation document were followed, and there were no identifiable errors in evaluating the proposals.

Blackboard then requested a County Review Panel. The CIO's office requested the CEO to convene a County Review Panel, and submitted all of the required documentation. The County Review Panel was convened, and County Counsel was involved. In conclusion, the County Review Panel reported that the assertions made by Blackboard did not meet the criteria set for the County Review Panel to review, and provided an overall recommendation that the CIO take no remedial actions with regard to Blackboard's proposal.

IMPACT ON CURRENT SERVICES

The Board's approval of this action will provide the County with a critical tool that will be utilized to contact residents and businesses in case of an emergency.

CONCLUSION

When approved, please instruct the Executive Officer-Clerk of the Board to return four adopted stamped copies of the Board letter with agreement and two adopted stamped copies of the Board letter to the CIO.

Sincerely,

LEROY D. BACA SHERIFF	P. MICHAEL FREEMAN FIRE CHIEF	RICHARD SANCHEZ ACTING CHIEF INFORMATION OFFICER

AGREEMENT

FOR THE DEVELOPMENT AND IMPLEMENTATION

OF A MASS NOTIFICATION SYSTEM

76945

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

TWENTY FIRST CENTURY COMMUNICATIONS

38 of FEB 17, 2009

AGREEMENT FOR THE

DEVELOPMENT AND IMPLEMENTATION OF A

MASS NOTIFICATION SYSTEM

THIS AGREEMENT FOR THE DEVELOPMENT AND IMPLEMENTATION OF A MASS NOTIFICATION SYSTEM is entered into as of the Effective Date by and between the County of Los Angeles ("County") and Twenty First Century Communications, Inc., an Ohio corporation ("Contractor").

WHEREAS, County desires to employ a contractor to design, implement, integrate and deliver a Mass Notification System ("MNS") for the benefit of County;

WHEREAS, County has determined that County personnel are not available to provide the special services required for the design, development and implementation of the MNS (such special services, the "Services");

WHEREAS, California Government Code Section 31000 permits the County's Board of Supervisors (the "Board") to contract for special services with persons specially trained and experienced to perform the services;

WHEREAS, in response to County's Request for Proposals ("RFP") issued with respect to the MNS, Contractor has submitted its bid to County and desires, and is prepared, to provide the Services to County for the MNS;

WHEREAS, Contractor is a developer of mass notification systems and possesses the necessary special skills, knowledge and technical competence and sufficient staffing to develop and provide all components of the MNS;

WHEREAS, Contractor is willing to accept responsibility for performing the Services set forth herein for the compensation and in accordance with the terms and conditions set forth herein; and

WHEREAS, County and Contractor desire to enter into an agreement for the design, development and implementation of the MNS.

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

76945

1. AGREEMENT AND INTERPRETATION.

1.1 Agreement. The provisions of this base document along with Exhibits A-1, B, B-1, B-2, C, D, E, F, G, H, I, J, K, L, M, N, O, P and Q, attached hereto, and Exhibits R and S, incorporated herein by reference, and all described in Paragraph 1.2 (Interpretation) below and incorporated herein by reference, and any schedules attached hereto and thereto, collectively form and throughout and hereinafter are referred to as the "Agreement". This Agreement shall constitute the complete and exclusive statement of understanding between County and Contractor and supersedes any and all prior or contemporaneous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement.

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

1.2.1 Exhibit A-1 – Additional Terms and Conditions

1.2.2 Exhibit B – Statement of Work

1.2.3 Exhibit B-1 – Functional/Technical Requirements

1.2.4 Exhibit B-2 – Project Schedule

1.2.5 Exhibit C – Price and Schedule of Payments

1.2.6 Exhibit D – Description of Software

1.2.7 Exhibit E – Maintenance & Support

1.2.8 Exhibit F - Third Party Software [Intentionally Omitted]

1.2.9 Exhibit G - Sample Subcontract [Intentionally Omitted]

1.2.10 Exhibit H - Task/Deliverable Acceptance Certificate

1.2.11 Exhibit I – Demonstrations [Intentionally Omitted]

1.2.12 Exhibit J – Transmittal Form to Request a Solicitation Requirements Review [Intentionally Omitted]

1.2.13 Exhibit K – County of Los Angeles Policy on Doing Business with Small Businesses [Intentionally Omitted]

1.2.14 Exhibit L – Jury Service Ordinance

1.2.15 Exhibit M – List of Contractors Debarred in Los Angeles County [Intentionally Omitted]

1.2.16 Exhibit N – IRS Notice 1015

1.2.17 Exhibit O – Safely Surrendered Baby Law

1.2.18 Exhibit P – Required Forms [Intentionally Omitted]

1.2.19 Exhibit Q – Contractor's Employee Acknowledgement, Confidentiality Agreement & Assignment of Rights [Intentionally Omitted]

1.2.20 Exhibit R – Request For Proposals (Incorporated by Reference)

1.2.21 Exhibit S – Contractor's Proposal (Incorporated by Reference)

1.3 Additional Terms and Conditions. Without limiting the generality of Paragraph 1.1 (Agreement), attached hereto as Exhibit A-1 (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 A-1 (Additional Terms and Conditions) as if such terms and conditions were enumerated in the body of this base document.

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

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

2.1. "Acceptance Test" shall mean a series of tests completed before the system is accepted by County.

2.2. "Activation" shall mean the actions necessary to prepare and send a notification.

2.3. "Activation Area" shall mean an area that has had contact information within it gathered by the system.

2.4. "Activation Scenario" shall mean a scenario activated by the system that would consist of information such as telephone numbers, e-mail addresses, time of day, and name of initiator.

2.5. "Affected Area" shall mean an area in which an emergency has occurred.

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

2.7. "Application Data" shall mean data housed in the database that can be used for reporting purposes.

2.8. "Application Level" shall mean access to the emergency mass notification software application.

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

2.10. "Complex Passwords" shall mean passwords that contain upper and lower case characters, numbers and special characters.

2.11. "Component" shall mean any portion of the system required to deliver the specified functionality.

2.12. "Contact Information" shall mean information inside the database that will be used by the system to identify and contact individuals and establishments.

2.13. "Context Sensitive Help" shall mean on-line help from a specific point in the software, providing help for the situation that is associated with that point.

2.14. "Contractor" shall mean the system provider that is selected as part of the competitive bid process.

2.15. "Contractor Hearing Board" has the meaning set forth in the then current Chapter 2.202.020 of Los Angeles County Code.

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

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

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

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

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

2.21. "County Staff" shall mean staff employed by the County.

2.22. "COTS" shall mean commercially developed off the shelf software that is not customized.

2.23. "Custom Programming Modifications" has the meaning set forth in Paragraph 13.5.1.

2.24. "Data Level" shall mean access to the data within the mass notification software application database.

2.25. "Deficiency" shall mean any system condition that prevents the system from meeting all of the requirements.

2.26. "Deliverable" shall mean a product and/or service specified in this document to be delivered to the County by the Contractor.

2.27. "Disaster Recovery Plan" shall mean the process of regaining access to data, hardware and software necessary to resume critical business operations after a disaster.

2.28. Distributed System Administration" shall mean multiple System Administrators in geographically different locations.

2.29. "Documentation" shall mean any and all written materials, including user manuals, quick-reference guides, FAQs, training materials, testing protocols, methodologies, Specifications, and system designs and system design reviews that support the use and execution of MNS, including the System Software.

2.30. "Effective Date" shall mean the date the Agreement is approved by the Board and executed by all parties.

2.31. "Emergency Database" shall mean a database populated with 911 contact information.

2.32. "Error Messages" shall mean system generated messages identifying system errors and related corrective action.

2.33. "ESRI" shall mean Environmental Systems Research Institute.

2.34. "Final Acceptance" has the meaning set forth in Paragraph 5.2.2 (Final Acceptance).

2.35. "Final Acceptance Date" has the meaning set forth in Paragraph 5.2.2 (Final Acceptance).

2.36. "Functionality" shall mean the system's ability to perform as described in the specifications.

2.37. "Geographically Distributed Servers" shall mean servers inside and outside of the County that can host the application and send calls into affected areas.

2.38. "GIS" shall mean Geographic Information Systems.

2.39. "Go-Live" has the meaning set forth in Paragraph 5.2.1 (Go-Live).

2.40. "Go-Live Date" has the meaning set forth in Paragraph 5.2.1 (Go-Live).

2.41. "Holdback Amount" has the meaning set forth in Paragraph 10.7 (Holdbacks).

2.42. "HTTPS" shall mean a secure connection between two or more computers.

2.43. "Implementation Services" shall mean services provided by Contractor to County during the implementation phase of the system.

2.44. "Long-in Tracking" shall mean the ability for the system to track and report on successful and unsuccessful log-on attempts.

2.45. "Maintenance and Support Fees" shall mean costs paid by County to Contractor in exchange for maintenance and support of the system.

2.46. "Maintenance Services" shall mean services provided by Contractor in support of the system.

2.47. "Mass Notification System" or "MNS" has the meaning set forth in the Recitals.

2.48. "Message Activation" shall mean the acts of creating and sending out messages.

2.49. "Member Lists" shall mean a list of individual contact information associated with specific groups.

2.50. "Monthly Availability Reports" shall mean a set of system generated reports that outline the percentage of the time, on a monthly basis, that the system was available to send out notifications.

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

2.52. "Non-Emergency Database" shall mean a database populated with non-911 contact information.

2.53. "Password Protection" shall mean that access to the system is restricted to individuals providing the appropriate system credentials.

2.54. "Pre Recorded Messages" shall mean messages that are pre-recorded and digitally saved for use at a later time.

2.55. "Production Environment" shall mean the cumulative group of components that make up the system used to perform the functions as specified.

2.56. "Resolution Plan" shall mean a plan by the Contractor to correct a system problem or deficiency.

2.57. "Resolution Time" shall mean the length of time it takes Contractor to correct a system problem or deficiency.

2.58. "Risk Management Plan" shall mean the Contractor's plan to manage risks associated with the system and system implementation.

2.59. "Security Plan" shall mean the Contractor's plan to secure the system and related data.

2.60. "Special Needs Communities" shall mean hearing impaired persons.

2.61. "Specifications" shall mean the specifications for MNS as set forth in this Agreement, the SOW, the Documentation, and any approved Change Order or amendment.

2.62. "Statement of Work" or "SOW" shall mean the Statement of Work, attached as Exhibit B (Statement of Work) to this Agreement.

2.63. "System Administrator" shall mean users with system security rights to create and send out notifications.

2.64. "System Availability" shall mean the time the system is available to send out notifications.

2.65. "System Maintenance" shall mean all Contractor activities related to maintaining the system.

2.66. "System Software" shall mean the computer programs, including Third Party Software, conceived, created, or developed by Contractor in furtherance of all of Contractor's obligations pursuant to this Agreement, including any and all extensions and components provided from time to time.

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

2.68. "Tax" and "Taxes" shall mean 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.

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

2.70. "Third Party Software" has the meaning set forth in Paragraph 15 (Third Party Software).

2.71. "Technical Redundancy" shall mean that ability to continue to provide services in the event of a system or component failure.

2.72. "Test Data" shall mean data that is used to test the functionality of the system.

2.73. "Test Environment" shall mean the cumulative group of components that make up the system used to test the functions as specified.

2.74. "TTD" shall mean telecommunications device for the deaf or hearing impaired.

2.75. "Two-level Approval Process" shall mean that two separate individuals with different log-in credentials are required to approve a message before it is sent.

2.76. "Updates" shall mean changes or improvements to the software.

2.77. "Version Releases" shall mean new releases of the system software.

2.78. "VoIP" shall mean Voice Over Internet Protocol.

2.79. "Warranty Period" has the meaning set forth in Paragraph 12.1.

2.80. "Web Based" shall mean a system that is available using only a web browser.

2.81. "Work" shall mean any and all Tasks, subtasks, Deliverables, goods, and other services performed by or on behalf of Contractor in order to develop and deliver to County a mass notification system, including the work required pursuant to this Agreement, the SOW, and all the Exhibits, Change Orders, and amendments hereto.

3. ADMINISTRATION OF AGREEMENT – COUNTY.

3.1 County Project Director.

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

Greg Melendez
County of Los Angeles
Chief Information Office
350 S. Figueroa Street
Suite 188
Los Angeles, CA 90071

Telephone: (213) 253-5628
Fax: (213) 633-4732
E-mail: gmelendez@cio.lacounty.gov

3.1.2. County will notify Contractor in writing of any change in County Project Director.

3.1.3. Except as set forth in Paragraph 6 (Change Notices 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:

Henry Balta
County of Los Angeles
Chief Information Office
350 S. Figueroa Street
Suite 188
Los Angeles, CA 90071

Telephone: (213) 253-5622
Fax: (213) 633-4732
E-mail: hbalta@cio.lacounty.gov

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

3.2.2. County Project Manager shall be a resource for addressing the technical standards and requirements of this Agreement.

3.2.3. County Project Manager shall interface with Contractor Project Manager on a regular basis.

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.

3.2.6. 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 this 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 3.2.6.

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

4. ADMINISTRATION OF AGREEMENT – CONTRACTOR.

4.1 Contractor Project Director.

4.1.1. Contractor Project Director shall be the following person:

Rob Hames
Twenty First Century Communications
750 Communications Parkway
Columbus, OH 43214

Telephone: (614) 442-1215, ext. 243
Fax: (614) 442-0081
E-mail: rhames@ tfcci.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 end of the Warranty Period, Contractor Project Director shall be available to meet and confer with County Project Director (or such person as the County Project Director shall designate) upon twenty-four (24) hours notice, in person or by phone, to review project progress, discuss project coordination, and arrange for the correction of Deficiencies; thereafter, Contractor Project Director shall be available to meet and confer with County Project Director on such schedule as may be requested by County Project Director as County Project Director shall determine in his or her discretion.

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:

Bentley Cooper
Twenty First Century Communications
750 Communications Parkway
Columbus, OH 43214

Telephone: (614) 442-1215, ext. 280
Fax: (614) 442-0081
E-mail: bentley.cooper@ tfcci.com

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

4.2.3. From the Effective Date through the end of the Warranty Period, Contractor Project Manager shall be available to meet and confer with County Project Manager (or such other person as County Project Manager shall designate) upon twenty-four (24) hours notice, in person or by phone; thereafter, Contractor Project Manager shall be available to meet and confer with County Project Manager on such schedule as may be requested by County Project Manager as County Project Manager shall determine in his or her discretion.

4.3 Approval of Contractor's Staff.

4.3.1. In fulfillment of its responsibilities under this Agreement, Contractor shall utilize, and permit utilization of, only staff fully trained and experienced, and as appropriate, licensed or certified in the technology, trades, tasks, and subtasks required by this Agreement. Contractor shall supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner.

4.3.2. County has the absolute right to approve or disapprove each member or proposed member of Contractor's key staff, including Contractor's Project Manager, prior to and during his/her performance of any work hereunder and prior to any proposed changes in Contractor's key staff, or any lead member of Contractor's Project Team. County's Project Director may require the replacement of any member of Contractor's Staff performing, or offering to perform, work hereunder, including, but not limited to, Contractor's key staff. Such County requested changes shall occur within fifteen (15) days of County's request. Contractor shall provide County's Project Director with resumes of all proposed key staff substitutions and shall make such staff available for interview by County upon request of County's Project Director. Contractor shall provide fifteen (15) days advance notice of any Contractor-initiated key staff changes.

4.3.3. Contractor also represents and warrants that it shall, to the maximum extent possible, take all necessary steps to ensure continuity over time of the membership of the group constituting Contractor's Staff, including but not limited to Contractor's Project Manager. Contractor shall promptly fill

any staff vacancy with personnel having qualifications at least equivalent to those of the staff member(s) being replaced.

In the event Contractor should ever need to remove any key staff from performing work under this Agreement, Contractor shall provide County with adequate notice and work on a mutually agreeable transition plan so as to provide an acceptable replacement and ensure project continuity.

4.3.4. The following persons have been identified by Contractor as the lead members of its Project Team and are hereby approved as of the Effective Date by County in the following roles:

Name	Position
Rob Hames	Manager of Client Services
Bentley Cooper	Client Manager
Eric Sutcliff	Sales
Ellen Grevey	Media Communications
Jessica Ocheltree	Trainer

4.3.5. Contractor shall be responsible for any additional costs incurred by the replacement of personnel pursuant to Paragraphs 4.3.2 and 4.3.3 above. In no event shall such an occurrence result in an increase in compensation to be paid by County under this Agreement.

4.4 Reports by Contractor. In order to control expenditures and to ensure the reporting of all tasks, subtasks, deliverables, goods, services, and other work provided by Contractor, Contractor shall provide to County's Project Director with a copy to County's Project Manager, monthly written reports which shall include but not be limited to the following information:

(1) Period covered by the report.

(2) Summary of project status as of reporting date.

(3) Tasks, subtasks, deliverables, goods, services, and other work scheduled for the reporting period which were not completed.

(4) Tasks, subtasks, deliverables, goods, services, and other work for the reporting period which were completed.

(5) Tasks, subtasks, deliverables, goods, services and other work completed in the reporting period which were not scheduled.

(6) Tasks, subtasks, deliverables, goods, services, and other work to be completed in the next reporting period.

(7) Issues to be resolved.

(8) A list of outstanding issues and draft documents and a current status of those documents.

5. WORK; APPROVAL AND ACCEPTANCE.

5.1 General. 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 Notice, Contractor shall submit a Task/Deliverable Acceptance Certificate in the form attached as Exhibit H (Task/Deliverable Acceptance Certificate) to County Project Director, together with any supporting documentation reasonably requested by County, for County Project Director's written approval. Contractor acknowledges that notwithstanding anything herein to the contrary it must complete all Work required to complete and deliver to County the MNS. All Work shall be completed in a timely manner and in accordance with the requirements and Specifications set forth in the SOW, and must have the written approval of County Project Director, as evidenced by County Project Director's countersignature to the applicable Task/Deliverable Acceptance Certificate. In no event shall County be liable or responsible for payment respecting a particular Task prior to execution of the Task/Deliverable Acceptance Certificate for such Task.

5.2 Specific Approval and Acceptance.

5.2.1. Go-Live. Contractor shall achieve Go-Live on or before the date that is twenty-six (26) weeks from the date County issues its notice to proceed under this Agreement. Contractor shall achieve "Go-Live" upon successful completion of all the following: (a) its completion and delivery of all Tasks and Deliverables associated with the Go-Live requirements (including installing, implementing, and testing all components) set forth in the Statement of Work; (b) successful implementation of all functions and features of all phases has been verified by Contractor; (c) County Project Director has provided Contractor with written approval, as evidenced by County Project Director's countersignature on all applicable Task/Deliverable Acceptance Certificates (including the Task/Deliverable Acceptance Certificate applicable to Go-Live), of all such Work (the date of satisfaction of the foregoing, including written approval thereof shall be referred to as the "Go-Live Date").

5.2.2. Final Acceptance. Contractor shall achieve Final Acceptance on or before the date that is thirty-four (34) weeks from the date County issues its notice to proceed under this Agreement, provided that such date may be extended in accordance with Paragraph 6 (Change Notices and Amendments). Contractor shall achieve "Final Acceptance" upon successful completion of all the following: (a) its completion and delivery of all Tasks, subtasks, Deliverables, goods, services and testing protocols associated with the Final Acceptance requirements set forth in Exhibit B

(Statement of Work); (b) successful implementation of all functions and features of all phases and successful achievement of all testing protocols has been verified by Contractor; (c) County Project Director has provided Contractor with written approval, as evidenced by County Project Director's countersignature on all applicable Task/Deliverable Acceptance Certificates, of all such Work; (d) all such Work has been provided, installed, and operates in County's production environment with no Deficiencies as defined in Paragraph 11 (Deficiencies) for no less than thirty (30) days following the completion of Task and Deliverable 9.2 of Exhibit B (Statement of Work); and (e) County Project Director has provided Contractor with written approval, as evidenced by County Project Director's countersignature on the applicable Task/Deliverable Acceptance Certificate, of Contractor's achievement of Final Acceptance (the date of satisfaction of the foregoing, including written approval thereof shall be referred to as the "Final Acceptance Date").

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

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

6.1.1. For any change which does not materially affect the Statement of Work, period of performance, payments, or any other term or condition included under this Agreement, a Change Notice shall be executed by both County Project Director and Contractor Project Director.

6.1.2. For any change that materially affects any term or condition in this Agreement, then a negotiated Amendment to this Agreement shall be executed by the Board and Contractor.

6.1.3. Notwithstanding any other provision of this Paragraph 6 (Change Notices and Amendments) or Paragraph 6 (Termination for Convenience) of Exhibit A-1 (Additional Terms and Conditions), County Project Director shall take all appropriate action to carry out any orders of the Board relating to this Agreement, and, for this purpose, County Project Director is authorized to: (i) issue written notice(s) of partial or total termination or suspension of this Agreement pursuant to Paragraph 6 (Termination for Convenience) of Exhibit A-1 (Additional Terms and Conditions) without further action by the Board and/or (ii) prepare and sign Change Notices to this Agreement which reduce the Statement of Work and the Maximum Contract Sum without further action by the Board.

(i) Such notices of partial or total termination shall be authorized under the following conditions:

(A) Notices shall be in compliance with all applicable federal, state, and County laws, rules, regulations, ordinances, guidelines, and directives.

(B) County Project Director shall obtain approval of County Counsel for any notice.

(C) County Project Director shall file a copy of all notices with the Executive Office of the Board within fifteen (15) days after execution of each notice.

(ii) Such Change Notices which reduce the Statement of Work and the Contract Sum shall be authorized under the following conditions:

(A) Such Change Notices shall be in compliance with all applicable federal, state, and County laws, rules, regulations, ordinances, guidelines, and directives.

(B) The Board has appropriated sufficient funds for purposes of such Change Notices.

(C) County Project Director shall obtain approval of County Counsel and the County CIO's Office for any Change Notice.

(iii) County Project Director shall file a copy of all Change Notices with the Executive Office of the Board within fifteen (15) days after execution of each Change Notice.

6.1.4. Notwithstanding any other provision of this Paragraph 6 (Change Notices and Amendments), to the extent that extensions of time for Contractor performance do not impact either the Statement of Work or cost of this Agreement, County Project Director, in its discretion, may grant Contractor extensions of time in writing for the Work listed in the SOW or otherwise in this Agreement provided such extensions shall not cause Contractor to fail to achieve Go-Live and Final Acceptance by the dates required therefore, or extend the Term of this Agreement.

6.2 Form of Change Notice. Any "Change Notice" proposed or executed by the parties shall include, unless waived by County Project Director:

6.2.1. a quotation of a "not to exceed" price for completion and delivery of the requested Work, including a proposed Task and Deliverable completion schedule and a monthly budget of anticipated expenditures;

6.2.2. an accounting of the cost avoidance to be realized by County from the nonperformance of any Work that is to be supplanted by the Work to be performed under the Change Notice;

6.2.3. Contractor staff level recommended for completion of the applicable Work;

6.2.4. estimated personnel hours for completion of the requested Work;

6.2.5. final delivery date for completed Work, including any post-delivery acceptance period as may be applicable;

6.2.6. if applicable, a revised Task and Deliverable completion schedule under the SOW for the remaining Work (*i.e.*, other than the Work requested under the Change Notice); and

6.2.7. a description of and Contractor's cost of any applicable hardware, Third Party Software, or other materials required to complete the requested Work.

6.2.8. a description of the impact, if any, on Exhibit E (Maintenance & Support).

6.3 Duration of Contractor's Change Notice Price Quotation. Contractor's quotations under the proposed Change Notice, including the "not to exceed price" under Paragraph 6.2.1, shall be valid for ninety (90) days from the date of its submission.

6.4 Change Notice Dispute Resolution. In the event the parties fail to agree on the amount to be paid by County for the Work requested pursuant to a Change Notice, County may, upon notice to Contractor, elect to direct Contractor to commence performing such Work (and Contractor agrees to commence performing such Work) and resolve the dispute over amounts owed to Contractor in accordance with the Dispute Resolution Procedure. To give effect to the preceding sentence, however, County agrees to pay and will pay the undisputed portion of such fees in accordance with the procedures set forth in Paragraph 5.1 (General) and Paragraph 10 (Invoices and Payments).

6.5 Change Notice Audit. County is entitled to audit, in accordance with Paragraph 40 (Records and Audits) of Exhibit A-1 (Additional Terms and Conditions), Contractor's compliance with Paragraph 6.2 (Form of Change Notice) in respect of Work performed pursuant to a Change Notice.

7. **TERM.** The term of this Agreement shall commence upon Board Approval (the "Effective Date") and shall continue in full force and effect for five (5) years after Final Acceptance by County of all Deliverables required under this Agreement, unless sooner terminated earlier, in whole or in part, as provided in this Agreement ("Term").

8. PRICES AND FEES.

8.1 General. Attached to this Agreement as Exhibit C (Price and Schedule of Payments) is a schedule of all fees applicable to this Agreement.

8.2 Maximum Contract Sum. The "Maximum Contract Sum" under this Agreement shall be the total monetary amount payable by County to Contractor for supplying the MNS and all Work, including the System Software, under this Agreement for the Term. All Work completed by Contractor must be approved in writing by County. If County does not approve Work in writing, no payment shall be due to Contractor for that Work. Notwithstanding such limitation of funds, Contractor shall satisfactorily perform and complete all Work required of Contractor under this Agreement.

The Maximum Contract Sum for this Agreement, including all applicable taxes, authorized by County hereunder, shall not exceed One Million Five Hundred Thirty Five Thousand Dollars ($1,535,000), and shall be allocated as set forth in Exhibit C (Price and Schedule of Payments), which allocation shall include an itemization of the amount to be paid for: (a) license fee for the System Software, (b) Customizations, if applicable, (c) Interfaces, if applicable, (d) System Software implementation, (e) Maintenance Fees, (f) applicable Taxes, (g) Pool Dollars, and (h) applicable Hourly Labor Rates. 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 a Mass Notification System. Contractor further acknowledges that the Specifications set forth in the Statement of Work are functional Specifications and that it is Contractor's responsibility to design, achieve and timely deliver a Mass Notification System.

8.3 Delivery of System Software; Taxes.

The fees set forth in Exhibit C (Price and Schedule of Payments) shall include applicable California and other state and local sales/use taxes on all tasks, subtasks, goods, services and other Work procured by County pursuant to or otherwise due as a result of this Agreement. All California sales/use taxes shall be paid directly by Contractor to the State or other taxing authority. Contractor shall be solely liable and responsible for any and all California and other state and local sales/use taxes billed by Contractor to County and paid by County to Contractor in accordance with this Agreement. In the event Contractor fails to pay such California or any other state or local sales/use tax and such taxes have been paid by County to Contractor, Contractor shall reimburse County for any and all tax amounts paid by County as a result of such failure and any attorneys' fees, including costs, associated therewith. 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.

9. **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 County's Board appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated and such termination shall be deemed a termination for convenience pursuant to Paragraph 6 (Termination for Convenience) of Exhibit A-1 (Additional Terms and Conditions). County shall endeavor to notify Contractor in writing of any such nonappropriation of funds at the earliest possible date.

10. **INVOICES AND PAYMENTS.**

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

10.2 Submission of Invoices. Contractor shall invoice County upon completion of Tasks, subtasks, Deliverables, and services and other Work which are specified in this Agreement, Exhibit B (Statement of Work), Exhibit C (Price and Schedule of Payments), Exhibit E (Maintenance & Support), and any Change Orders, as applicable, and which have been approved in writing by County pursuant to Paragraph 4.3 (Work; Approval and Acceptance). With regard to Maintenance Services provided to County pursuant to Paragraph 13 (Maintenance, Support and Additional Services) and Exhibit E (Maintenance & Support), Contractor shall invoice County the amount of the Maintenance Fee, on a monthly basis in arrears. Contractor agrees not to submit any invoice for payment until County has approved in writing the Work for which payment is claimed. County will endeavor reasonably to process each invoice received from Contractor within thirty (30) days. All invoices and supporting documents under this Agreement shall be submitted in duplicate to the following address:

County of Los Angeles
Chief Information Office
Attention: Angela Jung
350 S. Figueroa Street
Suite 188
Los Angeles, CA 90071

10.3 Detail. Each invoice submitted by Contractor shall include:

10.3.1. The Tasks, subtasks, Deliverables, goods, services, or other Work as described in Exhibit B (Statement of Work), Exhibit C (Price and Schedule of Payments), and any Change Order, as applicable, for which payment is claimed.

10.3.2. A copy of all applicable Task/Deliverable Acceptance Certificates.

10.3.3. Indication of the applicable Holdback Amount and the cumulative Holdback Amount accrued under the Agreement.

10.3.4. Indication of any applicable withholds or credits due to County under the terms of this Agreement or reversals thereof, including credits assessed in accordance with Paragraph 10.8 (Credits to County).

10.4 No Partial or Progress Payments. Contractor shall be entitled to payment in respect of a Task or Deliverable, or other Work, only upon successful completion by Contractor and approval by County of such Task or Deliverable, or other Work. No partial or progress payments towards anticipated or substantial completion of Tasks or Deliverables, or other Work, will be made under this Agreement.

10.5 Invoice Discrepancy Report. County Project Director or County Project Director's designee shall review all invoices for any discrepancies and provide an "Invoice Discrepancy Report" (or "IDR"), orally or in writing, to Contractor within 30 days of receipt of invoice if payment amounts are disputed. Contractor shall review the disputed charges and issue a corrected invoice or send a written explanation detailing the basis for the charges within 10 days of receipt of the IDR from County Project Director or County Project Director's designee. If County Project Director or County Project Director's designee does not receive a written response within 10 days of County's notice to Contractor of an IDR, then County payment will be made, less the disputed charges.

10.6 County's Right to Withhold. In addition to any rights of County provided in this Agreement, or at law or in equity, County may, upon notice to Contractor, withhold payment for any Work while Contractor is in default hereunder, or at any time that Contractor has not provided County approved Work.

10.7 Holdbacks. County will hold back ten percent (10%) of the amount of each invoice approved by County pursuant to Paragraph 10 (Invoices and Payments) (the "Holdback Amount"). The cumulative amount of such holdbacks shall be due and payable to Contractor within 30 days after Final Acceptance, subject to adjustment for any amounts arising under this Agreement owed to County by Contractor, including but not limited to any amounts arising from Paragraphs 10.5 (Invoice Discrepancy Report), 10.6 (County's Right to Withhold), 10.8 (Credits to

County) and any partial termination of any Task, Subtask, or Deliverable set forth in the Statement of Work as provided hereunder.

10.8 Credits to County

10.8.1 It is critical to improve information dissemination within the County of Los Angeles in case of an emergency or other situation that requires notification of County residents or government employees. To meet this goal, County is implementing a Countywide MNS that will provide a means to communicate important, official messages to both residents and public employees at any time of day. This may include customized messages with specific instructions, critical information, and standardized, pre-recorded messages to inform the residents, and help County agencies notify their employees in the event they are recalled to their agencies, or otherwise contacted. For the MNS to function effectively, it must be ready to respond at any time of day, on any day of the year, with the ability to send out authorized messages throughout the county, and scale its volume of calls to ensure it does not overwhelm local telephone company infrastructure. Any delay in the completion and delivery of the MNS diminishes the County's ability to alert its residents in case of emergency or to communicate other important information, and decreases the system's value. With respect to the Deliverables set forth in Exhibit B (Statement of Work); Contractor's timely completion and delivery of these Deliverables will ensure County receives, and is able to implement, the MNS in a timely fashion, and therefore provides a highly valuable and sought-after means to alert the public and government employees, and provide important, responsive information throughout the County. If Contractor fails to complete and deliver any of the Deliverables by the dates set forth in Exhibit B-2 (Project Schedule), it is mutually agreed that such delay increases the likelihood that Contractor will not complete and deliver the MNS in a timely manner, and therefore directly impacts the County's ability to activate the MNS as needed. In light of the foregoing, County shall be entitled to credits arising from Contractor's noncompliance with its obligations relating to any of the Deliverables outlined in Exhibit B (Statement of Work).

10.8.2 Such credits will be calculated according to the following rules:

(i) Deliverables not properly completed within thirty (30) working days of the Deliverable due date, as specified in Exhibit B-2 (Project Schedule), shall entitle County to a credit of Five Hundred Dollars ($500.00) per day for each day thereafter.

(ii) The foregoing credit shall double to One Thousand Dollars ($1,000.00) for each day after the sixtieth (60^{th}) past the original

Deliverable due date, as set forth in Exhibit B-2 (Project Schedule).

10.8.3. Deliverables shall not be considered late if their delay is due to circumstances above and beyond the control of Contractor, including but not limited to, (i) the failure of County or other impacted jurisdictions to provide comments within the timeframes set forth in Exhibit B-2 (Project Schedule) and (ii) the failure of an approved subcontractor to complete work in accordance with the timeframes set forth in the statement of work attached to such subcontract, provided Contractor has filed a timely Notice of Delay pursuant to Paragraph 15 (Notice of Delay) of Exhibit A-1 (Additional Terms and Conditions) in respect of such circumstance. County may apply the full amount of any credit hereunder to offset and reduce any payments owing hereunder by County at any time by the full amount of such credit.

11. DEFICIENCIES.

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

11.2 Corrective Measures. County Project Director shall notify Contractor Project Director in writing, or if not practicable, orally to either Contractor Project Director or Contractor Project Manager, of any Deficiency. Upon the earlier of (a) notice (orally or in writing) from County, or (b) Contractor's discovery of such Deficiency, Contractor shall promptly commence corrective measures to remedy any Deficiency.

11.3 Approval. 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 Paragraph 5.1 (General).

12. REPRESENTATIONS AND WARRANTIES.

12.1. As used in the Agreement, the "Warranty Period" means the period commencing on the Final Acceptance Date and continuing for one year (1) thereafter. Contractor hereby represents, warrants and covenants to County that for the Warranty Period:

12.1.1. The MNS shall perform fully in accordance with the Specifications or any amendments thereto; and

12.1.2. Contractor shall provide all services necessary to correct all Deficiencies arising during the Warranty Period, but Contractor shall not charge, and County shall not pay, any additional fees for such services. Notwithstanding any provision of this Agreement to the contrary, the obligations of Contractor under this Paragraph 12 (Representations and Warranties) shall continue until all Deficiencies arising during the Warranty Period have been corrected by Contractor.

13. MAINTENANCE, SUPPORT AND ADDITIONAL SERVICES.

13.1 Maintenance Services. Contractor shall provide support and maintenance services (collectively, "Maintenance Services") to County for the MNS in accordance with this Agreement and Exhibit E (Maintenance & Support).

13.2 Correction of Deficiencies. Maintenance Services include the correction of any and all Deficiencies that occur during the Term in accordance with Exhibit E (Maintenance & Support). Correction of such Deficiencies shall be at no additional cost to County beyond the Maintenance Fee. If any component of the System requires Maintenance Services, Contractor shall endeavor reasonably to provide such services at County's location (which may include the provision of such services remotely by Contractor).

13.3 Updates. Subject to the remainder of this Paragraph 13.3 (Updates), Maintenance Services include: (i) any upgrades, updates, enhancements, revisions, new version releases, improvements, bug fixes, patches, and modifications, other than Custom Programming Modifications, to the System Software, (ii) any testing or modifications as may be necessary to maintain System Software functionality, including as modified by any Updates, with the current version release of operating software and System Hardware that are utilized by County as of the Effective Date, and (iii) any updates or modifications required during the Term in order for the System Software and the Integrated System to remain in compliance with applicable federal or state and local laws and regulations (collectively, "Updates"), which Updates shall be provided by Contractor to County at no additional cost beyond the Maintenance Fee. Any Update delivered by Contractor to County is deemed a part of the System Software and shall be included in the License granted to County pursuant to this Agreement.

13.4 System Hardware. Maintenance Services includes the support of System Hardware to the extent such System Hardware fails to achieve Compatibility with the MNS.

13.5 Additional Services.

13.5.1. Subject to Paragraph 6 (Change Notices and Amendments), upon the written request of County Project Director made at any time and from time to time during the Term, Contractor shall provide to County "Additional Services," such as customizations or modifications to the System Software that are requested by County Project Director in order to create new functionality and customizations or modifications not required of Contractor in order to deliver the MNS or included as part of Maintenance Services (such custom programming is collectively referred to as "Custom Programming Modifications"). Additional Services may also include additional or refresher training beyond what is provided in Exhibit E (Maintenance & Support). Additional Services shall utilize available Pool Dollars under this Agreement, and in no event shall County be obligated to pay in excess of the then available Pool Dollars for Additional Services, nor shall Contractor be required to perform any Additional Services for which there are no Pool Dollars available to pay Contractor for such Additional Services.

13.5.2. Additional Services, including Custom Programming Modifications, shall be treated by the parties as a change requiring the execution of a Change Order pursuant to Paragraph 6 (Change Notices and Amendments).

13.5.3. Upon County's request for Additional Services, Contractor shall provide County, within seven (7) days of receipt of such request, a proposed Change Order containing all the information requested under Paragraph 6.2 (Change Order). Approval of the Change Order and of the Work to be performed thereunder shall be in accordance with Paragraph 6 (Change Notices and Amendments).

13.5.4. Upon completion, delivery and acceptance by County of any Custom Programming Modifications, such Custom Programming Modifications shall become part of and be included in System Software.

14. OWNERSHIP; LICENSE.

14.1 Ownership. The Baseline Software, Interfaces and Contractor-Owned Customizations provided to County pursuant to this Agreement, other than Third Party Software, shall remain the property of Contractor, and all such Baseline Software, Interfaces and Contractor-Owned Customizations are subject to the License granted to County pursuant to this Paragraph 14 (Ownership; License). Upon delivery to and acceptance by County of any and all County-Owned Customizations, County shall own all right, title and interest in the County-Owned Customizations, including the County-Owned Customizations.

14.2 License. Subject to Paragraph 14.1 (Ownership), Contractor grants to County, effective as of the Effective Date, a perpetual, nonexclusive license in respect of Contractor's interest in the System Software (the "License"):

14.2.1. To use, install, integrate with other software, operate, and execute the System Software on an unlimited number of computers, servers, local area networks and wide area networks by an unlimited number of users, except that the use, operation, and execution of certain Third Party Software shall be subject to limitations on the number of concurrent users as set forth in Paragraph 18 (Third Party Software);

14.2.2. To extend connection of the MNS to all of the cities or agencies within County that acquire separate licenses to Contractor's MNS. Such licenses shall be provided to such cities or agencies at the price set forth on Exhibit C (Price and Schedule of Payments);

14.2.3. To permit agencies or cities to access, use, and conduct transactions with County using the System Software, or otherwise as may be necessary for the conduct by County, and more specifically the Department, of its business;

14.2.4. To archive and make sufficient numbers of copies of the System Software as is necessary for County to enjoy and exercise fully its rights under this License and this Agreement;

14.2.5. To use, modify, copy, and display the Documentation, as necessary or appropriate for County to enjoy and exercise fully the rights granted under this Agreement and the License;

14.2.6. To use, modify, copy, translate, compile, and create derivative works from the County-Owned Customizations and the County-Owned Customizations Source Code;

14.2.7. To permit third party access to the System Software, the Documentation, or any part thereof, as necessary or appropriate for County to enjoy and exercise fully the rights granted under this Agreement and the License, including for the provision of Maintenance Services, Additional Services or other support of the System Software.

14.3 Fully-Paid Software License. Notwithstanding anything herein to the contrary, upon (i) the Final Acceptance Date, and (ii) County's payment to Contractor of all approved invoiced amounts for said Work, this License is and shall be a fully paid, irrevocable License to the System Software and System Software Source Code, as modified by the Work performed under this Agreement, which License survives the termination or expiration of this Agreement for any reason.

15. PROPRIETARY CONSIDERATIONS.

15.1 County Materials. Contractor and County agree that all materials, designs, specifications, techniques, plans, reports, deliverables, data, and any other information developed under this Agreement developed specifically for County, shall be the sole property of County (hereafter in this Paragraph 15, collectively, "County Materials"). Contractor hereby assigns and transfers to County all Contractor's right, title and interest in and to all such County Materials developed under this Agreement.

Notwithstanding such County ownership in the County Materials, Contractor may retain possession of all working papers prepared by Contractor under this Agreement. During and for a minimum of five (5) years subsequent to the term of this Agreement, 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.

15.2 Transfer to County. 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 of Contractor's right, title and interest in and to the County Materials.

15.3 [Intentionally Omitted]

15.4 Contractor's Obligations. Contractor shall protect the security of and keep confidential all County Materials obtained or produced under this Agreement. Further, Contractor shall use whatever security measures are necessary to protect all such County Materials from loss or damage by any cause, including fire and theft.

Contractor shall not reproduce, distribute, or disclose to any person or entity any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness, or problem regarding data security in County's computer systems, or to any safeguard, countermeasure, or contingency plan, policy or procedure for data security contemplated or implemented by County without County's prior written consent.

During the term of this Agreement and for five years thereafter, Contractor shall also maintain and provide security for all Contractor's working papers prepared under this Agreement.

15.5 Proprietary and Confidential. Any and all materials developed or originally acquired by Contractor outside the scope of this Agreement, (hereinafter "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's Project Manager as proprietary or confidential and shall be plainly and prominently marked by Contractor as

"PROPRIETARY" or "CONFIDENTIAL" on each appropriate page of any document containing such Contractor Materials.

15.6 County's Rights and Obligations. County will protect the security and keep confidential, to the extent possible, as permitted by law, Contractor Materials that are proprietary and/or confidential. County agrees not to reproduce, distribute, or disclose to any non-County entities any such Contractor Materials that are proprietary and/or confidential without the prior written consent of Contractor, except as required by law or as specifically permitted pursuant to this Agreement. Notwithstanding the foregoing, it is expressly agreed that County may reproduce, distribute, or disclose such proprietary and/or confidential Contractor Materials without Contractor's consent to other governmental or public agencies within Los Angeles County, provided that County acquires consent of such governmental or public agencies to the same obligations assumed by County to protect and keep confidential such Contractor Materials. Further, County will use whatever security measures are reasonably necessary to protect all such Contractor's Materials from loss or damage by any cause, including, but not limited to fire and theft.

15.7 No Obligation by County. Notwithstanding any other provision of this Agreement, County will not be obligated to Contractor in any way under this Agreement for disclosure of:

(1) Any of Contractor Materials that are proprietary and/or confidential which are not plainly and prominently marked with restrictive legends as required pursuant to Paragraph 15.5 (Proprietary and Confidential);

(2) Any County Materials covered under Paragraph 15.3 (Copyright Notices); or

(3) Any materials which County is required to make available under the California Public Records Act or otherwise by law.

15.8 Survival. The provisions of this Paragraph 15 (Proprietary Considerations) shall survive the expiration or termination of this Agreement.

16. [INTENTIONALLY OMITTED]

17. FUNCTIONAL/TECHNICAL SYSTEM REQUIREMENTS. Exhibit B-1 (Functional/Technical Requirements) sets forth the minimum requirements for the MNS and is required for County to enjoy and exercise fully its rights in respect of the MNS. Such minimum requirements shall provide Specifications for installation of the MNS.

18. THIRD PARTY SOFTWARE.

18.1. Contractor hereby represents and warrants that none of the System Software other than the third party software as specified in Exhibit F (Third Party Software)

is owned by third parties (the "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 MNS 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 MNS, fully satisfy all requirements of the Agreement without the need for any modification of Third Party Software by Contractor or otherwise.

18.2. 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 MNS 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 MNS granted under this Agreement. Contractor shall promptly and at no cost to County, either: (1) obtain a license from the appropriate third party which shall enable Contractor to modify such Third Party Software, and Contractor shall provide all necessary modifications, or (2) to the extent that Contractor is unable to obtain such a license, provide an update or alternative solution, which is functionally equivalent, in the sole determination of Contractor Project Manager and County Project Manager, in lieu of modifying such Third Party Software.

19. CONTRACTOR'S OFFICES. Contractor's business offices are located at 750 Communications Parkway, Columbus, Ohio 43214. Contractor shall notify County of any change in its business address at least ten (10) calendar days prior to the effective date thereof.

20. PRODUCTION USE OF THE SYSTEM. Following installation by Contractor and prior to Final Acceptance by County, County shall have the right to use, in production mode, any completed portion of the MNS without any additional cost to County where County determines that it is desirable or necessary for County operations. Such production use shall not restrict Contractor's performance under this Agreement and shall not be deemed to be Contractor's achievement of Go-Live or Final Acceptance.

21. 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: (1) by hand with signed receipt, (2) by first-class registered or certified mail, postage prepaid, (3) 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 (4) by overnight commercial carrier, with signed receipt. Notices are 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:

Henry Balta
County of Los Angeles
Chief Information Office
350 S. Figueroa Street
Suite 188
Los Angeles, CA 90071

Telephone: (213) 253-5622
Fax: (213) 633-4732
E-mail: hbalta@cio.lacounty.gov

with a copy to:

Jose Silva, Esq.
County of Los Angeles
Office of County Counsel
648 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Fax: (213) 633-1915
E-mail: josilva@counsel.lacounty.gov

To Contractor:

Twenty First Century Communications, Inc.
750 Communications Parkway
Columbus, Ohio 43214

Attention: Stephanie Dailey
Telephone: (614) 442-1215, ext. 316
Fax: (614) 442-4226

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

22. **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. SURVIVAL. The following Paragraphs of this Agreement shall survive its expiration or termination for any reason: 1, 2, 7, 8, 9, 10, 12, 13, 14, 17, 18, 19, and 23, and all the terms and conditions set forth in Exhibit A-1 (Additional Terms and Conditions).

[Intentionally Left Blank]

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

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

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

By _____
Deputy

TWENTY FIRST CENTURY
COMMUNICATIONS, INC.

Signed: _____
Printed: Gerald L. Robertson
Title: COO/CFO

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

By _____
Jose Silva
Principal Deputy County Counsel

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

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

38 FEB 17 2009

SACHI A. HAMAI
EXECUTIVE OFFICER

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38 of FEB 17, 2009

EXHIBIT A-1

ADDITIONAL TERMS AND CONDITIONS

EXHIBIT A-1

ADDITIONAL TERMS AND CONDITIONS

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EXHIBIT A-1

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-1 (Additional Terms and Conditions (as used in this Exhibit A-1 (Additional Terms and Conditions), this "Exhibit") shall have the meanings given to such terms in the base document of the Agreement.

1. SUBCONTRACTING.

1.1. General. County has relied, in entering into the Agreement, on the reputation of and on obtaining the personal performance of Contractor itself. Consequently, no performance of the Agreement, or any portion thereof, shall be subcontracted by Contractor except in accordance with the procedures set forth in this Paragraph 1 (Subcontracting). Any attempt by Contractor to subcontract any performance, obligation, or responsibility under the Agreement, except in accordance with the procedures set forth in this Paragraph 1 (Subcontracting), shall be null and void and shall constitute a material breach of the Agreement, upon which County may immediately terminate the Agreement.

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

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

1.2.2. A certificate of insurance from the proposed subcontractor which establishes that the subcontractor maintains all the programs of insurance required by the Agreement, or required by Exhibit G (Sample Subcontract).

1.2.3. A draft copy of the proposed subcontract which shall contain, at a minimum, the provisions set forth in Exhibit G (Sample Subcontract). The provisions of Exhibit G (Sample Subcontract), or of any approved subcontract agreement between Contractor and a third party may be changed or amended, as applicable, only with the prior written approval

of County Project Director, which approval shall not be unreasonably withheld; and

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

County will review Contractor's request to subcontract and determine, in its reasonable discretion, whether or not to consent to such request on an individual basis. Without limiting in any way County's prior approval rights, Contractor shall deliver to County Project Director a fully executed copy of each subcontract entered into by Contractor pursuant to this Paragraph 1.2, on or immediately after the effective date of the subcontract but in no event later than the date any Work is performed under the subcontract.

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

1.3. Contractor Responsibilities.

1.3.1. Notwithstanding any County consent to any subcontracting, Contractor shall remain responsible for any and all performance required of it under the Agreement, whether performed by Contractor or by any subcontractor, 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, including Contractor's indemnification obligations, or responsibilities, to County.

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

1.3.3. In the event that County consents to any subcontracting, Contractor shall cause the subcontractor, on behalf of itself, its successors and administrators, to assume and be bound

by and shall be deemed to have assumed and agreed to be bound by each and all of the provisions of the Agreement and any amendment hereto as it relates to or affects the Work performed by subcontractor hereunder.

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

2. DISPUTE RESOLUTION PROCEDURE.

2.1. Contractor and County agree to act immediately to mutually resolve any disputes that may arise with respect to the Agreement. All such disputes shall be subject to the provisions of this Paragraph 2 (Dispute Resolution Procedure) (such provisions are collectively referred to as the "Dispute Resolution Procedures"). Time is of the essence in the resolution of disputes.

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

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

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

2.5. 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.

2.6. If the Project Directors are unable to resolve the dispute within a reasonable time not to exceed five (5) business days from the date of submission of the dispute, then the matter shall be immediately submitted to Contractor's president and the County's Chief Information Officer. These persons shall have five (5) business days to attempt to resolve the dispute.

2.7. 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.

2.8. All disputes utilizing the Dispute Resolution Procedures shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in this Paragraph 2 (Dispute Resolution Procedure), 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.

2.9. Notwithstanding any other provision of the Agreement, County's right to terminate the Agreement pursuant to Paragraph 3.4 (Injunctive Relief) of this Exhibit, or pursuant to Paragraph 4 (Termination for Insolvency), Paragraph 5 (Termination for Default), Paragraph 6 (Termination for Convenience; Suspension), or Paragraph 7 (Termination for Improper Consideration) of this Exhibit, or any other termination provision hereunder, shall not be subject to the Dispute Resolution Procedures. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

3. CONFIDENTIALITY.

3.1. General. Contractor shall maintain the confidentiality of all records and information, events or circumstances which occur during the course of Contractor's performance under the Agreement, in accordance with all applicable federal, state, and local laws, regulations, ordinances, guidelines, and directives relating to confidentiality. In addition, Contractor shall not reproduce, distribute, or disclose to any person or entity any information

identifying, characterizing, or relating to any risk, threat, vulnerability, weakness, or problem regarding data security or maintenance in County's computer systems, or to any safeguard, countermeasure, or contingency plan, policy or procedure for data security contemplated or implemented by County, without County's prior written consent. Contractor shall inform all of its directors, officers, shareholders, employees, and agents providing services hereunder of the confidentiality provisions of the Agreement. Contractor shall provide to County an executed Contractor's Employee Acknowledgment, Confidentiality & Assignment of Rights (Exhibit Q to the Agreement) for each of its employees performing Work under the Agreement. Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to whom Contractor discloses such Confidential Information.

3.2. Disclosure of Information.

3.2.1. In the performance of this Agreement or in contemplation thereof, the parties and their respective employees and agents may have access to private or Confidential Information and trade secrets owned or controlled by the other party and such information may contain proprietary details and disclosures. All information and data shall be plainly and prominently marked with restrictive legends identifying such information and data as proprietary or confidential by either party ("Confidential Information").

3.2.2. With respect to any confidential information obtained by Contractor pursuant to the Agreement, Contractor shall: (1) not use any such records or information for any purpose whatsoever other than carrying out the express terms of the Agreement; (2) promptly transmit to County all requests for disclosure of any such records or information; (3) not disclose, except as otherwise specifically permitted by the Agreement, any such records or information to any person or organization other than County without County's prior written authorization that the records are, or information is, releasable; and (4) at the expiration or termination of the Agreement, return all such records and information to County or maintain such records and information according to the written procedures sent to Contractor by County for this purpose.

3.2.3. Without limiting the generality of Paragraph 3.2.1 of this Exhibit, in the event Contractor receives any court or

administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall immediately notify County Project Director. Thereafter, Contractor shall comply with such order, process or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

3.3. Use of County Name. In recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor and subcontractors from publishing their respective roles under the Agreement within the following conditions:

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

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

3.3.3. 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) 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 Paragraph 3 (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 Paragraph 3 (Confidentiality).

4. TERMINATION FOR INSOLVENCY.

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

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

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

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

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

4.2. The rights and remedies of County provided in this Paragraph 4 (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 USC 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 including the right to continued use of all versions of the System Software and the related Documentation, and shall not interfere with the rights and benefits of County as provided therein. The foregoing shall survive the termination or expiration of the Agreement for any reason whatsoever.

5. TERMINATION FOR DEFAULT.

5.1. Event of Default. County may, upon notice to Contractor, terminate the whole or any part of the Agreement, if Contractor fails to

perform or provide any Task, subtask, Deliverable, goods, service, or other Work within the times specified in the Agreement, or Contractor breaches or fails to perform or comply with any of the other provisions of the Agreement, including the applicable notice and cure periods, if any (if no cure period is specified in the Agreement, Contractor shall have ten (10) days following notice from County Project Director specifying such breach or failure to cure prior to termination under this Paragraph 5 (Termination for Default), or such longer period as County Project Director may authorize, in writing, but in no event shall the period, as extended by 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 Paragraph 5 (Termination for Default), it is determined by County or otherwise that Contractor was not in default under the provisions of this Paragraph 5 (Termination for Default), or that the default was excusable or curable under the provisions of this Paragraph 5 (Termination for Default), the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 6 (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 Paragraph 5 (Termination for Default), County may, in lieu of such termination, (a) perform, or cause the performance of, any required correction, remedy any Deficiency, replace any noncomplying Work, or take any other such action as may be reasonably required to promptly remedy such default, and (b) debit Contractor therefore at County's direct actual cost of outside labor and materials and County's burdened (including salary, employee benefits and reimbursement policies) rates for labor. Such debit shall be made against any amounts owed by County to Contractor under the Agreement. In the event County elects to proceed under this Paragraph 5.3 (Completion of Work), any Work created, modified, or repaired by or at the direction of County (including software) shall be deemed Work under the Agreement, and Contractor's obligations in respect of the MNS under Paragraph 12 (Representations and Warranties) of the Agreement shall extend to such Work as if such Work had been prepared and delivered to County by Contractor. County shall

provide Contractor such documentation in County's possession or control as reasonably requested by Contractor as is necessary for Contractor to provide services to fulfill its obligations under the Agreement in respect of such Work.

6. 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 whatever 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 become 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 MNS as may have been accumulated by Contractor, whether complete or in process, for which an invoice has been approved by County pursuant to Paragraph 10.1 (Approval of Invoices) of the base document or for which an agreement for partial payment has been negotiated.

6.2.3. In the event the entire Agreement is suspended for longer than three (3) months, County shall pay Contractor demobilization expenses. Demobilization expenses are expenses directly attributable to temporarily suspending the work in progress, including the reasonable and actual cost of suspending any commitments for services not yet complete. County shall not be liable for demobilization expenses if only a portion of the Agreement is suspended.

6.2.4. In the event the entire Agreement is suspended for longer than three (3) months and Contractor is directed to

remobilize within one calendar year of the effective date of the suspension, County shall pay reasonable and actual remobilization expenses directly attributable to restarting services hereunder and, at Contractor's option, Contractor and County shall renegotiate Contractor's fees for services remaining under this Agreement. If no agreement as to expenses and fees can be reached, this Agreement may be terminated for the County's convenience.

6.2.5. 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 of County at the option of either party, upon written notice to the other party.

7. **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 County manager charged with the supervision of the employee or to County Auditor-Controller's employee fraud hotline at (213) 974-0914 or (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. **TERMINATION FOR GRATUITIES.** County may, by notice to Contractor, terminate the right of Contractor to proceed under the Agreement upon one (1) calendar day's notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer, employee, or agent of County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such

contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

9. EFFECT OF TERMINATION.

9.1. Remedies. In the event that County terminates the Agreement in whole or in part as provided in Paragraph 4 (Termination for Insolvency), Paragraph 5 (Termination for Default), Paragraph 6 (Termination for Convenience; Suspension), or Paragraph 7 (Termination for Improper Consideration) of this Exhibit, then:

9.1.1. Contractor shall (i) stop performing Work under the Agreement on the date and to the extent specified in such notice, (ii) promptly transfer and deliver to County copies of all System Software and all other completed Work and Work in process, in a media reasonably requested by County, (iii) complete performance of such part of the Work as shall not have been terminated by such notice;

9.1.2. Unless County has terminated the Agreement pursuant to Paragraph 6 (Termination for Convenience; Suspension) of this Exhibit A-1 (Additional Terms and Conditions), 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 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 incurred by County, as determined by County, to procure and furnish such similar goods, services, and other Work;

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

9.1.4. Contractor shall promptly tender payment to County, and shall continue to tender payment, for any credits to County levied pursuant to Paragraph 10.8 (Credits to County) of the base document, to the extent applicable; and

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

9.2. Transition Services. Contractor agrees that in the event of any termination of the Agreement, as a result of the breach hereof by either party, or for any other reason, Contractor shall fully cooperate with County in the transition by County to a new MNS, toward the end that there be no interruption of the Department's

day to day operations due to the unavailability of MNS during such transition. Contractor agrees that if County terminates the Agreement pursuant to Paragraph 6 (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 in accordance with a transition plan to be agreed upon, in advance, by County Project Director and Contractor Project Director. Contractor further agrees that in the event 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 9.2, Contractor shall provide to County Project Director, on request by County Project Director, documentation that reasonably details the source and amount of the expenses Contractor purports to have incurred in the provision of such transition services.

9.3. Remedies Not Exclusive. The rights and remedies of County set forth in this Paragraph 9 (Effect of Termination) are not exclusive of any other rights and remedies available to County at law or in equity, or under the Agreement.

10. WARRANTY AGAINST CONTINGENT FEES.

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

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

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

12. FURTHER WARRANTIES. Contractor represents, warrants and further covenants and agrees to the following:

12.1. Contractor represents and warrants that (a) Contractor has the full power and authority to grant all rights granted by the Agreement to County, (b) no consent of any other person or entity is required by Contractor to grant such rights other than consents that have been obtained and are in effect, (c) County is entitled to use the MNS without interruption of system use, (d) the Agreement and the MNS acquired herein, are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Contractor's creditors, (e) during the Term, Contractor shall not subordinate 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 MNS, and any part thereof in accordance with the Agreement, and (f) neither the performance of the Agreement by Contractor, nor the use by County and its users of MNS in accordance with the Agreement will in any way violate any non-disclosure Agreement, nor, to the best of Contractor's knowledge, constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, or other rights of any third party.

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

12.3. 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.

12.4. All Tasks, subtasks, Deliverables, goods, services, and other Work shall be performed in a timely and professional manner by qualified personnel.

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

12.6. The MNS shall be fully Compatible with and shall fully integrate, perform, and function with the system hardware and the operating system software that conform to the specifications in Exhibit B (Statement of Work).

12.7. Contractor shall not cause any unplanned interruption of the operations of, or accessibility to MNS or any component thereof 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 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 MNS or any MNS component by County or any user or which could alter, destroy, or inhibit the use of MNS, any component thereof, 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 MNS component provided to County under the Agreement, nor shall Contractor knowingly permit any subsequently delivered MNS component to contain any Disabling Device.

12.8. Contractor shall support all MNS components licensed to County hereunder for the Term.

12.9. 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.

13. INDEMNIFICATION AND INSURANCE.

13.1. Indemnification. Contractor shall indemnify, defend, and hold harmless County, its districts administered by County, and their elected and appointed officers, employees, and agents (the "County Indemnitees") from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting or professional fees) in any way arising from, connected with, or related to Contractor's, any subcontractor's, or Contractor's or any subcontractor's agents', employees', officers', directors', shareholders' or subcontractors' acts, errors or omissions. Contractor shall have no obligation, however, to defend or indemnify County Indemnitees from a claim if it is determined by a court of competent jurisdiction that such claim was caused by the sole negligence or willful misconduct of County Indemnitees. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 13 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 contendere*, to any charge or claim that results in other than a monetary judgment against County Indemnitees,

which monetary judgment shall not exceed Contractor's ability to pay and which shall be paid by Contractor.

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

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

Henry Balta
County of Los Angeles
Chief Information Office
493 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Telephone: (213) 893-0027
Fax: (213) 633-4732
E-mail: hbalta@cio.lacounty.gov

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

- Specifically identify this Agreement.
- Clearly evidence all coverages required in this Agreement.
- Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Agreement.
- identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to

investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

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

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

D. Notification of Incidents, Claims or Suits: Contractor shall report to County:

- any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.
- any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.
- any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County contract manager.
- any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

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

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing

services under this Agreement meet the insurance requirements of this Agreement by either:

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

13.3 Insurance Coverage Requirements:

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

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

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

C. 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. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible.

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

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

13.4 Limitation of Liability

County and Contractor agree that with respect to any claims under this Agreement, neither party's liability for the actions arising out of

or relating to this Agreement shall exceed (i) Four Million Dollars ($4,000,000) for claims arising out of errors and omissions/professional liability, and (ii) Ten Million Dollars ($10,000,000) for claims arising out of general liability. Notwithstanding the foregoing, the provisions of this Paragraph 13.4 do not apply to (i) any fraud, willful, intentional or grossly negligent misconduct of any nature by a party, (ii) any event giving rise to Contractor's obligations under Paragraph 14 (Intellectual Property Indemnification) of Exhibit A-1 (Additional Terms and Conditions), or (iii) any claims relating to a violation of a party's intellectual property rights.

14. INTELLECTUAL PROPERTY INDEMNIFICATION.

14.1. Contractor shall indemnify, defend, and hold harmless County Indemnitees pursuant to Paragraph 13.1 (Indemnification) of this Exhibit, from and against any and all liability (alleged or actual), including damages, losses, costs, fees and other expenses (including defense costs and legal, accounting and other expert, consulting 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, software modifications, or the operation and utilization of the Work under the Agreement (collectively referred to as "Infringement Claims"). Contractor shall have no obligation to County under this Paragraph 14 (Intellectual Property Indemnification) if any infringement claim is caused by use by County of MNS other than in accordance with the Agreement, the Specifications, and other applicable Documentation.

14.2. Without limiting the foregoing, in the event County Project Director becomes aware that ongoing use of the MNS, or any part of it, is the subject of any Infringement Claim that might preclude or impair County's use of the MNS or system component (*e.g.*, injunctive relief), or that County's continued use of the MNS or any part of it may subject it 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 (1) procure the right, by license or otherwise, for County to continue to use the affected portion of the MNS, or (2) to the extent Contractor is unable to procure such right, replace or modify the affected portion of the MNS 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 MNS. Contractor shall indemnify and hold County harmless for all amounts paid and all-direct and indirect costs associated with such remedial acts.

15. **NOTICE OF DELAY.** 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"). 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 Paragraph 6 (Change Notices and Amendments) of the base document. 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 Paragraph 15 (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: (1) claiming that Contractor is entitled to receive any additional payments from County hereunder or (2) failing to fulfill any of Contractor's obligations in a timely manner. This Paragraph 15 (Notice of Delay) shall not be interpreted or construed as expanding in any manner the financial obligations of County under the Agreement.

16. **FORCE MAJEURE**. Except with respect to defaults of any subcontractor(s), Contractor shall not be liable for any such excess costs, if its failure to perform the Agreement arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by Contractor or any of Contractor's subcontractors), freight embargoes, or other similar acts to those described above, but in every

such case the failure to perform must be totally beyond the control and without any fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without any fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. Contractor agrees to use commercially reasonable best efforts to obtain such goods or services from other sources, and to mitigate the damages and reduce the delay caused by any of the above mentioned *force majeure* events. As used in this Paragraph 16 (Force Majeure), the term "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

17. 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 County's policy to conduct business only with responsible contractors.

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

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

17.4. If there is evidence that Contractor may be subject to debarment, the County 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. 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 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 years, that contractor may, after the debarment has been in effect for at least five 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 only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five 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 or 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, including Contractor.

18. **COMPLIANCE WITH APPLICABLE LAW.** Contractor's activities hereunder shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, guidelines, and directives, and all provisions required thereby to be included in the Agreement are hereby incorporated herein by reference. Contractor shall have up to fifteen (15) days to correct any noncompliance with County rules, regulations, ordinances, guidelines, and directives following notice from County including written copies of such applicable rules, regulations, ordinances, guidelines and directives.

19. **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. **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.

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 subcontractors, 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 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 Paragraph 20 (Nondiscrimination, Affirmative Action, and Assurances) when so requested by County; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. If County finds that any of the provisions of this Paragraph 20 (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 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 Paragraph 2 (Dispute Resolution Procedure).

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. EMPLOYMENT ELIGIBILITY VERIFICATION.

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

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

22. HIRING OF EMPLOYEES. Contractor and County agree that, during the Term and for a period of one (1) year thereafter, except with the prior

written consent of the other party, neither party shall in any way intentionally induce or persuade any Project Director, Project Manager or other employee, of one party to become an employee or agent of the other party. Notwithstanding the foregoing, County shall be entitled to make offers of employment to employees of Contractor necessary or desirable to perform Work described in the Agreement, in the event that: (1) County has the right to terminate the Agreement pursuant to Paragraph 4 (Termination for Insolvency) of this Exhibit, (2) the Agreement is terminated by County due to Contractor's default pursuant to Paragraph 5 (Termination for Default) of this Exhibit, (3) without resolution acceptable to both parties, Contractor and County have followed the dispute resolution procedure set forth in Paragraph 2 (Dispute Resolution Procedure) of this Exhibit, or (4) Contractor either announces the withdrawal of support of, or otherwise no longer provides services County deems essential to, the ongoing support of the MNS, as applicable.

23. CONFLICT OF INTEREST.

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

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

24. RESOLICITATION OF BIDS, PROPOSALS, OR INFORMATION.

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

make the determination to re-solicit bids, request information, or request proposals in accordance with applicable County policies.

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

25. 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 County lobbyist ordinance, Los Angeles County Code chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County lobbyist ordinance shall constitute a material breach of the Agreement upon which County may immediately terminate or suspend the Agreement.

26. CONSIDERATION OF GAIN/GROW 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 (GAIN) or general relief opportunity for work (GROW) programs who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer gain participants by job category to Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first opportunity.

27. NONDISCRIMINATION IN SERVICES. Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in accordance with all applicable requirements of federal and state law. For the purpose of this Paragraph 27 (Nondiscrimination in Services), discrimination in the provision of services may include the following: denying any person any service or benefit or the availability of the facility, 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; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and 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.

28. **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 his/her physical or mental performance.

29. **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 or subcontractors' employees and 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. **CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM.**

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

30.2. As required by County's child support compliance program (Los Angeles County Code chapter 2.200) and without limiting Contractor's duty under the Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the Term maintain compliance with employment and wage reporting requirements as required by the federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served wage and earnings withholding orders or County's CSSD notices of wage and earnings assignment for child or spousal

support, pursuant to California Code of Civil Procedure Section 706.031 and California Family Code Section 5246(b).

30.3. Failure of Contractor to maintain compliance with the requirements set forth in this Paragraph 30 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by Contractor under the Agreement. Without limiting the rights and remedies available to County under any other provision of the Agreement or at law or in equity, failure to cure such default within ninety (90) days of notice by the CSSD shall be grounds upon which County may suspend or terminate the Agreement pursuant to Paragraph 5 (Termination for Default) of this Exhibit.

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

32. COMPLIANCE WITH JURY SERVICE PROGRAM.

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

32.2. Written Employee Jury Service Policy.

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

32.2.2. For purposes of this Paragraph 32 (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: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph 32 (Compliance with Jury Service Program). The provisions of this Paragraph 32 (Compliance with Jury Service Program)shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

32.2.3. If Contractor is not required to comply with the Jury Service Program when this 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" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

32.2.4. Contractor's violation of this Paragraph 322 (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 and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

33. **ACCESS TO COUNTY FACILITIES.** Contractor, its employees and agents will be granted access to County facilities, subject to Contractor's

prior notification to County Project Director, for the purpose of executing Contractor's obligations hereunder, including for the provision of Maintenance Services. Unless otherwise determined necessary by County Project Director, access to County facilities shall be restricted to normal business hours, 7:00 a.m. until 5:30 p.m., Pacific Time, Monday through Thursday, County observed holidays excepted. Access to County facilities outside of normal business hours must be approved in writing in advance by County Project Director, unless exigent circumstances preclude waiting for written approval (*e.g.*, Contractor is responding to a major Deficiency). 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 County Project Director.

34. **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 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.

35. **DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS.**

35.1. 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 immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

35.2. 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.

36. **PHYSICAL ALTERATIONS.** Contractor shall not in any way physically alter or improve any County facility without the prior written approval of the County's Chief Information Office and County Project Director, in their discretion.

37. **FEDERAL EARNED INCOME TAX CREDIT.** Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit N to the Agreement).

38. **ASSIGNMENT BY CONTRACTOR.**

38.1. Contractor shall not have any right to, and shall not, assign its rights or delegate its duties under this Agreement, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph, County consent shall require a written Amendment to this Agreement which is formally approved and executed by the parties. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment or other reduction for any claims which County may have against Contractor, whether under this Agreement or otherwise.

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

38.3. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity, other than 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 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.

39. INDEPENDENT CONTRACTOR STATUS.

39.1. 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.

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

39.3. 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.

39.4. Contractor shall provide to County an executed Contractor's Employee Acknowledgment, Confidentiality & Assignment of Rights (Exhibit Q to the Agreement) for each of its employees performing Work under the Agreement. Such agreements shall be delivered to County Project Director.

40. RECORDS AND AUDITS.

40.1. Contractor shall maintain accurate and complete financial records of its activities and operations relating to the Agreement, including any termination hereof, in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of the Agreement. Contractor agrees that County, or its authorized representatives, shall, with reasonable notice and during regular business hours, have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records of Contractor relating to the Agreement; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of

the privacy rights of any such employee. Should the examination and audit be performed by a non-County entity or should a non-County entity be requested by County to review information received pursuant to an audit or examination under this Paragraph 40 (Records and Audits), Contractor may require the non-County examiner/auditor to execute a nondisclosure agreement prior to any disclosure. The nondisclosure agreement 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.

40.2. 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 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.

40.3. 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 County Project Director and 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 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.

41. **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, agents, and subcontractors 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. Upon request by County, a copy of each such license, permit, registration, accreditation, and certificate required by all applicable federal, state, and local laws, ordinances, rules, regulations, guidelines, and directives shall be provided to County in duplicate.

42. **NO THIRD PARTY BENEFICIARIES.** Notwithstanding any other provision of the Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of the Agreement, except that this Paragraph 42 (No Third Party Beneficiaries) shall not be construed to diminish Contractor's indemnification obligations hereunder.

43. **MOST FAVORED PUBLIC ENTITY.** If Contractor's prices decline, or should Contractor, at any time during the Term, provide the same goods or services under similar quantity and delivery 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.

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

45. **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: (i) third parties who have subcontracted with Contractor to perform the services; or (ii) Contractor's current employees.

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

47. **SAFELY SURRENDERED BABY LAW.** Contractor shall notify and provide to its employees residing in or working in the state of California, and shall require each subcontractor performing work under this Agreement to notify and provide to its employees residing in or working in the state of California, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet (Exhibit O to the Agreement) is available on the Internet at www.babysafela.org for printing purposes.

48. **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 services provided by Contractor under this Agreement. 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, and without limiting any of County's rights as set forth in this Agreement, including County's right of termination for convenience pursuant to Paragraph 6 (Termination for Convenience; Suspension) of this Exhibit, County and Contractor shall negotiate a mutually agreed upon reduction in Work remaining to be performed by Contractor pursuant to the SOW that corresponds with the reduction in County's payment obligation. Contractor shall otherwise continue to perform all of its obligations set forth in this Agreement.

49. **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.

50. **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 Agreements 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.

51. **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.

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

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

54. **CAPTIONS AND PARAGRAPH HEADINGS.** Captions and Paragraph headings used in the Agreement are for convenience only and are not a part of the Agreement and shall not be used in construing the Agreement.

55. **CONTRACTOR TO NOTIFY COUNTY WHEN IT HAS REACHED 75% OF TOTAL CONTRACT SUM.** 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:

Henry Balta
County of Los Angeles
Chief Information Office
493 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Telephone: (213) 893-0027
Fax: (213) 633-4732
E-mail: hbalta@cio.lacounty.gov

56. **TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM**

56.1. This Agreement is subject to the provisions of the County's ordinance entitled "Transitional Job Opportunities Preference Program" as codified in Chapter 2.205 of the Los Angeles County Code.

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

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

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

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

56.4.2. In addition to the amount described in Paragraph 56.4.1 above, be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the Agreement; and

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

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

EXHIBIT B

STATEMENT OF WORK

MASS NOTIFICATION SYSTEM

I. INTRODUCTION

The general scope of work to be performed under this Agreement, shall include, but not be limited to, providing services and necessary products to design, develop, implement and maintain a web-based Mass Notification System, which shall meet all of the general, functional and technical requirements set forth in the requirements portion of this document.

The term "Deliverable" as used herein is a product and/or service specified in this document to be delivered to the County by the Contractor. Deliverables may include written reports, supported by additional documentation confirming that the specified Deliverables have been completed as specified. Deliverables may also include Project Management, Documentation, System Software installation, training, documentation and various system tests.

Contractor shall perform, complete and deliver all tasks, subtasks, deliverables, goods, services and other work, however denoted, as set forth below or in any attached or referenced document, in full compliance with this Exhibit B and all elements of this Agreement. Unless otherwise specified as an obligation of the County, the Contractor shall perform all Tasks and Subtasks and provide all Deliverables as defined herein.

The Mass Notification System will run on the System Hardware recommended by Contractor and approved by the County. Contractor shall perform all Tasks and Subtasks associated with the Mass Notification System implementation, and shall provide all associated Deliverables as described herein within six (6) months of contract signature. Following full migration to Production Use, Contractor shall be responsible for providing Professional Services, including System Software Customizations, Programming Modifications and Additional Software, and Post-Implementation Services consisting of Consulting Services and Additional Training. Contractor shall, during the term of the Agreement, also be responsible for Maintenance and Support services.

The implementation will be successfully completed upon delivery of a fully User tested, and fully functional system that meets the requirements outlined in this document, and the legal mandates of the County. Final implementation will require signed acceptance by the County Project Director.

II. INSTRUCTIONS

Contractor shall provide the Deliverables to the County as follows:

(A) All Status Reports and other Deliverable documents – in both hard copy format and electronic format delivered via e-mail;

(B) All Documentation – electronically or on CD/DVD and one bound, hard copy;

(C) All Project Control Document updates – using County project management standards in accordance with Task 2 (Project Management);

(D) Training Materials – electronically or on CD/DVD and one bound, hard copy;

(E) All other work delivered in accordance with this Exhibit A – as soon as available, electronically in a format compatible with the County's Microsoft Office Suite standards.

III. TASKS AND DELIVERABLES

TASK 1 – PROJECT PLANNING

Throughout the term of the Agreement, under the direction of the County's Project Manager, Contractor shall provide full project management and control of project activities for all phases of the project including, but not limited to:

(A) Contractor staffing and personnel matters;
(B) Management of Contractor technical staff;
(C) Planning and Direction;
(D) Evaluation of results and status reporting;
(E) Error reporting and status throughout the project;
(F) Incorporation of the County's functional and technical requirements;
(G) Incorporation of required software modifications;
(H) Version control throughout the project with documentation of changes including dependencies and functional impact;

Contractor will not be responsible for the performance of County personnel. However, Contractor shall coordinate with County's Project Manager to ensure that all tasks, subtasks, deliverables, goods, services and other work are performed in a timely manner.

Subtask 1.1 – Develop and Present Project Control Document

Contractor shall develop a Project Control Document (PCD). Specifically, Contractor shall address each Task and Subtask to be performed during the design development, implementation, operation and support of the on-line Mass Notification System in the PCD. Contractor shall formally present the PCD in writing to County for approval within fourteen (14) days of contract signature...

Contractor shall update the PCD on a monthly basis with the exception of the detailed Work Plan, Milestone Chart and Risk Management sections, which shall be updated when changes are made.

Deliverable 1.1

Contractor shall provide the County with a PCD within two weeks of contract signature. This document shall be updated and maintained throughout the life of the project. The PCD shall include, without limitation, the following components:

(A) System description – a brief statement describing the basic System functionality and related components;
(B) Project Scope and Objectives – a brief statement of the scope and objectives of the project;
(C) Project Organization, Roles and Responsibilities – A hierarchical structure depicting the organization of the project team and its reporting relationships. This should include the County's project team and key personnel, and any additional relevant organizational relationships, as well as a description of the primary roles and responsibilities of the project team members;
(D) Assumptions – A listing of all relevant assumptions made in the development of the detailed work plan.

All assumptions upon which the estimated have been calculated must be clearly documented here;

(E) Detailed Work Plan – A detailed narrative description of project Tasks and Subtasks, roles and responsibilities of project team members by task, timeframe to complete each task and any dependencies on other tasks;

(F) Deliverables List – In sequential order or numbered Deliverables, a list of the Deliverables to be produced for each Task and Subtask, including a paragraph description of each Deliverable;

(G) Milestone Chart – A list of key project Milestones, including Deliverables, the target completion date and action completion date;

(H) GANTT Chart – A chart showing the Tasks, Subtasks, Milestones, critical path and dependencies organized by Deliverables, as appropriate, and in accordance with the Detailed Work Plan;

(I) Communication Plan – A description of the primary means of communication that will be used throughout the project. This should include a description of any recurring Tasks and Subtasks (e.g. Status Meetings, etc.), and the date and time of such meetings;

(J) Risk Management – A description of the risk management process, including a tracking mechanism for potential project risks, the probability of those risks occurring, potential impact of those risks and risk mitigation strategies;

(K) Change Management Process – A description of the Change Management Process that will be used in order to mitigate any negative impact on the County as a result of system implementation and ongoing enhancements;

(L) Testing Strategies – A description of the different types of tests that will be conducted against the software and the approach to be used, including the roles and responsibilities of each team member;

(M) Training Strategies – A description of the training approach addressing technical training, end-user training and train-the-trainer for County staff;

(N) Escalation Procedures – A description of the process to be used to resolve project conflicts, including a diagram of the process and key project tem members responsible for decision-making and conflict resolution;

TASKS 2 – PROJECT MANAGMENT

Under the direction of the County's Project Manager, Contractor shall provide full project management and control of project activities for the implementation phase of the project. Full project management shall include, but not be limited to:

(A) Planning and Direction;
(B) Evaluation of results and status reporting;
(C) Incorporation of County's business processes, security and technical requirements;
(D) As applicable, incorporation of required software modifications;
(E) Management and tracking of all issues and their resolution;
(F) Management the change control process;

Commencing from the contract signature date, Contractor's Project Manager shall provide written status reports to the County's Project Management Team and conduct meetings on a weekly basis until Final Acceptance. The status reports will compare actual progress for the preceding week with the Detailed Work Plan, and address any variances and work schedule for the following period.

As part of project management, Contractor shall ensure that County realizes the maximum benefit from the System provided by Contractor. The Project Status Report prepared by Contractor pursuant to this task, shall be used as the mechanism for Contractor to report any project risks or problems identified as part of the quality assurance process.

Deliverable 2.1

Contractor shall prepare and present to County's Project Manager a weekly Project Status Report to report project progress, plans and outstanding issues. Contr4actor shall meet with County's Project Manager at least weekly to review these status reports and any related matters. All variances shall be presented for approval at the status meeting. Subsequent to County approval of variances, Contractor shall update the Detailed Work Plan, Milestone Chart and Risk Management sections of the Project Control Document to reflect the changes and send an updated copy of those sections to the County's Project Manager within five

(5) Business Days. Although weekly status meetings will be required, it is anticipated that coordination between Contractor's Project Manager and County's Project Manager will occur on a more frequent basis. The first status report shall be presented to the County's Project Manager fourteen (14) calendar days following contract signature, in the following format:

(A) Period covered by the Report;
(B) Tasks scheduled for completion which were completed;
(C) Tasks scheduled for completion which were not completed;
(D) Tasks not scheduled for completion which were completed;
(E) Tasks scheduled for completion next reporting period;
(F) Issues resolved;
(G) Issues to be resolved with recommended solution;
(H) Summary of project status as of reporting date;

TASK 3 – BUSINESS PROCESS REVIEW

Subtask 3.1 – Analyze and validate General, Functional and Technical Requirements

Contractor shall conduct a thorough analysis and validation of County's general, functional and technical requirements as they pertain to mass notification. This shall be accomplished by:

(A) Reviewing the general, functional and technical requirements;
(B) Reviewing all other pertinent material;
(C) Conducting clarification sessions with County's staff and County designated key Users of the system to ensure mutual understanding of the requirements;

Following the analysis and validation of County's functional and technical requirements, Contractor shall identify business process improvement opportunities.

Deliverable 3.1

Upon completion of the business analysis and validation, Contractor shall submit a summary report documenting its

understanding of the general, functional and technical requirements, and business process improvement opportunities.

TASK 4 – SYSTEM SETUP

Subtask 4.1 – Recommend Hardware and Network Configuration

If the accepted design calls for the application to be hosted at the Contractor's location, Contractor shall describe the hardware configuration to be used at its facility. If the accepted design calls for the application to be hosted at a County facility, Contractor shall provide detailed hardware and network configurations required to provide optimal system performance. If the accepted design calls for a hybrid solution, Contractor shall provide detailed hardware and network configurations required to provide optimal system performance.

Deliverable 4.1 – System Hardware and Network Certification

Contractor shall certify in writing, that recommended hardware and network configuration will, during the term of this Agreement, satisfy the applicable Functional Requirements.

Subtask 4.2 – Install System Software

Contractor shall develop a deployment plan for the installation of the System Software, which shall, without limitation:

(1) Identify the technical configuration for System Software installation for Production Use;
(2) Identify operating system requirements for the System Software;
(3) Identify method of accessing the System remotely;
(4) Verify that installed System Software is operational;

Upon County's approval of the Deployment Plan, Contractor shall install the System Software as necessary to satisfy the functional requirements, consistent with the timeframes set for in the PCD.

Deliverable 4.2 – Successfully Installed System Software

Contractor shall provide to County a written Software Installation Report and Certification, including, without limitation, documentation on the software setup and basic software troubleshooting, to certify that all the System Software has been successfully installed and is operating properly.

TASK 5 – DATA ACQUISITION, LOADING AND MAINTENANCE

Subtask 5.1 – Acquire data from Telephone Companies

Contractor shall work with the County to acquire the required telephone numbers and related addresses from the telephone companies. These telephone numbers and related addresses shall include, but not be limited to, emergency 911 information.

Once the information has been acquired from the telephone companies, Contractor shall load the data into the System, and perform the necessary tests to ensure the information is structured properly and can be used to meet the functional requirements.

Subsequent to System implementation, Contractor shall, on a quarterly basis, work with the County to acquire updated telephone numbers and related addresses from the telephone companies. These telephone numbers and related addresses shall include, but not be limited to, emergency 911 information.

Once the information has been acquired from the telephone companies, Contractor shall load the data into the System, and perform the necessary tests to ensure the information is structured properly and can be used to meet the functional requirements.

Deliverable 5.1 – Successfully Loaded Data

Contractor shall provide to County a written Data Load Report and Certification. This Report and Certification shall serve as documentation that all of the necessary data has

been loaded into the System, and can be used to meet the functional requirements.

TASK 6 – SYSTEM TESTS

Following completion of successful installation of the requisite System Software and data load by Contractor, Contractor, with assistance from County, where applicable, shall perform all system tests, including, but not limited to, Acceptance tests.

Subtask 6.1 – Develop System Test Plan

Contractor shall prepare a Test Plan, including Test Cases, for all System Tests including Module Test, Integration Test, Stress Test, and Regression Test. Among other items, the System Test Plan shall include the components listed below:

(A) Introduction;
(B) Assumptions;
(C) System Test Plan;
(D) System Test Objectives;
(E) System Test Acceptance Criteria;
(F) System Test Schedule;
(G) Responsibilities;
(H) Resource Requirements;
(I) Procedures;
(J) Test Cases;
(K) Performance Tests;
(L) Disaster Recovery Tests;

Deliverable 6.1

Contractor shall develop a comprehensive Test Plan and submit to County for approval.

Subtask 6.2 – Conduct System Tests

Contractor, with assistance from County where applicable, shall perform each of the System Tests according to County approved System Test Plan. A System Test shall be completed and Accepted only upon County approval. All System Tests shall be repeated as necessary in order to reach Acceptance.

Prior to commencing Tests, Contractor shall create a controlled test environment. Contractor, in conjunction with County, shall thoroughly test the Components of the System Software and related procedures and controls in this Test Environment. All system functionality shall be successfully executed at least once with no subsequent modifications to the entire business process during the System Tests prior to County rendering its approval and Acceptance. System Test Data shall be developed for testing System functionality with the execution of the System Test script.

Additionally, Contractor shall introduce Test Data that exercises logic to handle "out-of-norm" conditions.

Contractor shall document the expected results of each System Test script prior to running the System Test and shall resolve all differences in the System Test results. Contractor shall present documentation that confirms the resolution of the System Test results variances to County's Project Manager for approval prior to continuing with the System Test.

Deliverable 6.2 – System Test Results Report

Contractor shall provide to County a report of documented results of each System Test conducted. This report shall certify in writing that Contractor has successfully performed each System Test.

TASK 7 – USER ACCEPTANCE TEST

Contractor shall assist County in preparing User Acceptance Test Plan for the User Acceptance Test, which shall include, but not be limited to:

(A) Detailed descriptions of the purpose and expected results of each User Acceptance Test;
(B) Test Scripts;
(C) Testing Objectives;
(D) Description of Contractor and County roles in performing the User Acceptance Test;
(E) Problem Resolution Strategy;

The User Acceptance Test Plan shall include a method for documenting and reporting compliance with System requirements.

Subtask 7.1 – Conduct User Acceptance Test

County and Contractor jointly will perform User Acceptance Test. This test shall be performed with a simulated full load in test environment created by Contractor. There shall be several cycles of the test performed before User Acceptance Test is completed. When User Acceptance Test is completed, the System shall be deemed ready for implementation.

Results of the User Acceptance Test shall be documented, reviewed, and approved in writing by County. In the event of missing or improperly operating functions, Contractor shall be notified, in writing, by County's Project Director, and Contractor shall correct the deficiencies within five (5) calendar days from the date of notification. During this testing period, all personnel designated by County's Project Director to participate in User Acceptance Testing shall have unlimited access to the System.

User Acceptance Test shall not be considered completed until all functionality of the System has been successfully tested and the County's Project Director has accepted the final results. In the event the User Acceptance Test results do not satisfy all the requirements, as determined by County, Contractor shall:

(A) Provide a written proposed solution and schedule that will satisfy all requirements. The proposed solution is subject to the written approval of the County; and

(B) Implement and test the proposed solution until such time as County provides written approval.

Deliverable 7.1 – User Acceptance Test Results Report

Contractor shall conduct and successfully complete User Acceptance Test prior to System implementation.

Contractor shall deliver to County a User Acceptance Test Results Report within one (1) week of successful completion of User Acceptance Tests.

TASK 8 – SYSTEM TRAINING AND DOCUMENTATION

Subtask 8.1 – Train Staff

Contractor shall prepare and implement a comprehensive Training program, including, without limitation, any necessary training materials. The Training program shall include training materials addressing Technical Training, End-User Training and Train-the-Trainers.

As part of the Training, Contractor shall provide the designated County groups with extensive working knowledge of the System capabilities, training in the administration of the System, problem training to ensure Users will become acquainted with error message, on-line support and corrective actions. Training data will be created and incorporated in the Training manuals. For the purpose of Training, Contractor shall create a training environment.

Deliverable 8.1 – Trained Staff

Contractor shall provide to County a detailed plan for Training staff on the use of the System. Contractor shall deliver training classes and training materials.

Subtask 8.2 – Prepare and Provide User Documentation

Contractor shall prepare user reference Documentation for all System Software provided by Contractor. This Documentation shall include, without limitation, manuals that shall provide County with a comprehensive reference source of System functionality and data definitions. Contractor shall provide user reference Documentation in hard copy format, and in electronic format.

Deliverable 8.2 – System Documentation

Contractor shall provide to County comprehensive user reference Documentation of System Software functionality and data definitions. Contractor shall deliver this Documentation to County in hard copy format and in electronic format. Contractor shall also deliver electronic links to any on-line help and Documentation files for the System software, if available.

TASK 9 – SYSTEM IMPLEMENTATION

Subtask 9.1 – Prepare Technical Configuration and System Implementation Plan

Contractor shall prepare a System Installation Plan that identifies, without limitation, the technical configuration required for the System Software to be installed for Production Use. As part of this Subtask, Contractor, shall, without limitation, identify all system settings required for the System software.

Deliverable 9.1 – System cutover and Installation Plan

Contractor shall prepare and deliver to County the Installation Plan, which shall, without limitation, identify the logistics, timing and technical configuration required for the System installation and cutover of the System to Production Use.

Subtask 9.2 – Perform System Cutover to Production Use

Contractor shall prepare the System for Production Use. As part of System Cutover to Production Use, Contractor shall, at a minimum:

(A) Confirm that County and Contractor have successfully completed all Acceptance Tests;
(B) Confirm that all hardware is fully operational;
(C) Transfer to Production environment the successfully tested System Software;

Completion of Subtask 9.2 shall constitute Cutover to Production, and the System shall be in Production use.

Deliverable 9.2 – System in Production Use

Contractor shall complete the System Cutover to Production use. Upon completion of this Deliverable, the System Software shall be implemented in the production environment on the System Hardware, and the System shall be in Production use.

Subtask 9.3 – Maintain Non-Deficient System in Production Use

Contractor shall maintain the System in Production Use with no Deficiencies, as determined in the sole judgment of County's Project Director, for thirty (30) consecutive days following the County's written approval of Deliverable 9.2. Upon occurrence of a Deficiency, Contractor shall correct such Deficiency and restart the thirty (30) consecutive day cycle.

Deliverable 9.3 – Non-Deficient system in Production Use

Contractor shall provide to County for approval documented results certifying that the System was maintained in Production Use for thirty (30) consecutive days with no Deficiencies pursuant to Subtask 9.3.

Subtask 9.4 – Conduct Post-Implementation Review

Following System Cutover to Production, Contractor shall collect and evaluate results of operation to assess the success and shortcomings of the System implementation efforts. Contractor shall prepare and submit to County a Post-Implementation Review Report, which shall evaluate the System cutover and implementation process and shall, at a minimum, include the following:

(A) Comparison/analyses of actual versus planned completion of subtasks;
(B) Anticipated versus actual resources required;
(C) Business and systems lessons learned;
(D) Suggested guidelines for installation of future phases and enhancements;
(E) Pitfalls to avoid in the future;
(F) User feedback;

Deliverable 9.4 – Post Implementation Review Report

Contractor shall deliver and present to County's Project Director a Post-Implementation Review Report prepared in accordance with Subtask 9.4.

TASK 10 – PERFORMANCE BENCHMARK VERIFICATION

Subtask 10.1 – Develop Performance Benchmark Verification Plan

The Performance Benchmark Verification shall provide stress and reliability testing of the System. Contractor shall develop, subject to County's approval, a Performance Benchmark Verification Plan that documents objectives, scenarios and schedules for the Performance Benchmark Verification. County and Contractor shall conduct the Performance Benchmark Verification within fifteen (15) days following completion of Deliverable 9.3.

Stress and reliability verifications are key components of the Performance Benchmark Verification. County requires that Contractor demonstrate that the System can meet all requirements stated in the requirements document.

The objective of the Performance Benchmark Verification is to exercise the System at its peak operating capacity and measure any degradation in System performance and Response time. The Performance Benchmark Verification will not be considered complete until Contractor has successfully demonstrated acceptable System performance, as determined in the sole judgment of the County's Project Director.

Deliverable 10.1 – Performance Benchmark Verification Plan

Contractor shall provide, subject to County's approval, a Performance Verification Plan, consisting of detailed test plans and scenarios for the Performance Benchmark Verification phase of the project before the System may reach Final Acceptance.

The completed Performance Benchmark Verification Plan shall include, without limitation, the tasks, subtasks, and planned dates for completing the Performance Benchmark Verification phase, the test plan scenarios showing each of the tests to be performed, the expected results and the documentation of the test results.

Subtask 10.2 – Conduct Performance Benchmark Verification

Before the System can reach Final Acceptance, County and Contractor shall, within fifteen (15) days following County's approval of Deliverable 9.3, perform the Performance Benchmark Verification, the results of which shall serve as a threshold for monitoring System performance during the term of the Agreement. As part of the Performance Benchmark Verification, County and Contractor shall analyze and document the benchmark results. Contractor shall correct any and all Deficiencies identified by the County; and County and Contractor shall conduct re-verification. County and Contractor shall review and analyze the re-verification results. Contractor shall determine and document in a written report the cause of each Deficiency, the method for resolution, the required corrective actions and the completion dates for correction actions. County and Contractor shall conduct the re-verification to confirm that Contractor has successfully corrected the System as related to all Deficiencies.

Contractor shall prepare a Final Report of the Performance Benchmark Verification results, which shall, at a minimum, include the following:

(A) A record of all Deficiencies identified;
(B) A detailed record of all corrective actions taken;
(C) A certification of Contractor's successful completion of all corrective actions;

For completion of this Subtask 10.2, Contractor shall obtain the written approval for such Final Report from County's Project Director. Upon successful completion of the Performance Benchmark Verification, Contractor shall certify in writing that the Performance Benchmark Verification has

been successfully completed and that Contractor has successfully completed all corrective actions.

Deliverable 10.2 – Performance Benchmark Verification

County and Contractor shall conduct the Performance Benchmark Verification of the System and analyze and document the results. Contractor shall, based upon these results, identify and incorporate System performance improvements and complete all corrective actions to correct and optimize the System. Contractor shall document the Performance Benchmark Verification results and all correction actions taken by Contractor.
Contractor shall certify, in writing, the Performance Benchmark Verification for the System has been successfully completed and that Contractor has successfully completed all corrective actions.

TASK 11 – PROVIDE MAINTENANCE AND SUPPORT

Contractor shall provide Maintenance and Support services in accordance with the requirements of this Agreement. Maintenance and Support services include Maintenance Services consisting of Updates, as well as operational System Support, which includes, but is not limited to, Help Desk services, as requested by the County.

The operational System Support shall commence upon start of the implementation activities and shall continue during the term of this Agreement, if elected by the County. The System Support services shall include, without limitation:

(A) Support for System Software issues/problems;
(B) Support for System Software upgrades, updates, new release, etc;
(C) Support for System Software fixes, patches, etc;
(D) Access to knowledgeable Contractor personnel (i.e. Help Desk) who can answer questions on the use of the System or provide analysis on solutions to operations problems the County may encounter;

Deliverable 11 – Maintenance and Support

Contractor shall provide Maintenance and Support services, consisting of Maintenance Services and operations System

Support, if elected by the County, in accordance with the requirements of this Agreement during the term of the Agreement.

TASK 12 – POST-IMPLEMENTATION SERVICES

Subtask 12.1 – Provide Additional Training

Contractor shall, upon written request by County's Project Director, provide Additional Training, including, without limitation, any necessary training material at the request of the County. The Additional Training program shall include Training courses addressing Technical Training, End-User Training and Train-the-Trainers for County's staff, end-users and trainers respectively.
As part of the Training, Contractor shall provide the designated County groups with extensive working knowledge of the System Software capabilities, including, without limitation, any post-implementation enhancements, revision, improvements, bug fixes, patches, upgrade, updates, Deficiency corrections as well as training in the administration of the System Software.

Deliverable 12.1 – Additional Training

For the purpose of conducting Additional Training, Contractor shall plan and create a training environment, unless otherwise elected by the County.

Contractor shall develop a detained plan to provide Additional Training to County staff on the use of the System. Contractor shall deliver training classes consistent with the classes described in the County approved plan and certify in writing that all training as described in Subtask 12.1 has been successfully completed.

Subtask 12.2 – Provide Consulting Services

Contractor shall, upon written request by County's Project Director, provide consulting Services during the term of this Agreement. Following County's request for Consulting Services, Contractor shall submit to County for approval a not-to-exceed, maximum fixed price. Contractor shall additionally submit an estimation of personnel hours to complete such Consulting Services. County and Contractor

shall agree of the Scope of Work for the task, subtasks and deliverables to be performed and the maximum fixed price for such Consulting Services.

All Consulting Services by Contractor under this Agreement shall be subject to the County's written approval in accordance with the terms of this Agreement.

Deliverable 12.2 – County Approved Consulting Services

Contractor shall provide Consulting Services in accordance with Subtask 12.2 and certify in writing that the Consulting Services meet the requirements of the applicable Scope of Work and the services standards set forth in this Agreement.

Subtask 12.3 – Prepare and Provide Additional System Documentation

Contractor shall prepare and provide additional user reference Documentation, including, without limitation, material that references any post-implementation enhancements, revision, improvements, bug fixes, patches, upgrades, updates, and Deficiency corrections. Contractor shall make additional user reference Documentation available in hard copy format, if requested by the County, and in electronic format.

Deliverable 12.3 – Additional System Documentation

Contractor shall provide to the County Comprehensive additional user reference Documentation of System functionality and data definitions in accordance with Subtask 12.3.

EXHIBIT B-1

FUNCTIONAL/TECHNICAL REQUIREMENTS

REQUIREMENTS FOR EMERGENCY MASS NOTIFICATION SYSTEM

#	Priority	Task Name	A	B	C	D
1.0		**GENERAL REQUIREMENTS**				
1.1		System shall be capable of sending notification calls to residential, commercial, non-profits, government agencies, and other establishments in an affected area.				
1.2		System shall be able to correlate addresses to telephone numbers.				
1.3		System shall be a Commercial Off-The-Shelf (COTS) product that is not customized.				
1.4		System shall be web based, and require no software between the web browser and the web server.				
1.5		System shall be designed as a mass notification system (i.e. not an interactive voice response system).				
1.6		System shall be a proven technology solution deployed, accepted and performing as required and in use by a government agency for at least two years with call lists of at least 1 million records.				
1.7		System shall be available 99.99% of the time based on monthly system availability reports.				
1.8		System, if shared, shall provide priority to the County to send emergency notifications.				
1.9		System shall be usable by personnel trained on the system, and not require any additional skills.				
1.10		System shall have a consistent look and feel for all screens.				
2.0		**FUNCTIONAL REQUIREMENTS**				
2.1		System shall be capable of sending notification events 7x24x365 via a personal computer and internet access.				
2.2		System shall be capable of sending notification events 7x24x365 via a vendor provided live operator.				
2.3		System shall be capable of sending out messages in order of priority closest to the event.				
2.4		System shall be accessible to simultaneous users who can provide an authorized login ID and password.				

2.5		System shall provide a graphical user interface (GUI).				
2.6		System shall provide a geographic map of the Operational Area.				
2.7		System map shall have the ability to scroll in all directions and zoom in and out.				
2.8		System shall be capable of using GIS (ESRI) data.				
2.9		System map shall display the entire Operational Area.				
2.10		System shall be capable of highlighting affected area on map.				
2.11		System map shall display street names and block numbers.				
2.12		System shall be capable of contacting a minimum of 50,000 County employees and residents via land-line, cell phone (voice and text message), and e-mail.				
2.13		System shall have the ability to support pre-recorded messages and allow for the creation of customized messages.				
2.14		System shall support both emergency and non-emergency calling databases.				
2.15		System shall support subscription based database entries over the Internet (e.g. VoIP phones, cell phones, email addresses).				
2.16		System shall have the ability to create member lists of various groups.				
2.17		System shall have the ability for telephone call recipients to interact via touch tone (e.g. Please Repeat the Message).				
2.18		System shall have the ability to create and save a minimum of 50 activation events.				
2.19		System shall have the ability to save a minimum of 50 activation events.				
2.20		System shall have the ability to exclude selected addresses and their associated telephone numbers from within an activated area.				
2.21		System shall have the ability to define activation areas by drawing a free-form polygon from selected points on the GIS map.				
2.22		System shall have the ability to designate specific zip codes and addresses while determining a radius around these target areas.				
2.23		System shall have the ability to send calls into the affected area from within and outside the affected area.				
2.24		System shall have the ability to send the same message to different activation areas simultaneously.				

2.25		System shall have the ability to send a minimum of five different messages to five different activation areas simultaneously.				
2.26		System shall have the ability to distinguish between human voice, electronic voicemail, answering machine, fax machine, etc.				
2.27		System shall have the ability to wait until the answering machine message greeting has ended prior to leaving the emergency notification message.				
2.28		System shall have the ability to override call blocking technology.				
2.29		System shall have the ability to change, update and cancel a notification during an activation.				
2.30		Based on user entry, system shall be able to search by the following criteria: Address, street names, street block range, cross streets, zip code Thomas Brothers map coordinates (2007 or later version), GIS coordinates, including latitude and longitude.				
2.31		System shall have the ability to save the search results as an activation area.				
2.32		System shall utilize a "Search Box" where all search criteria, including sort order, can be selected by the user.				
2.33		System shall return the same results for upper and lower case entries.				
2.34		System shall provide an indicator when a search is in progress and when a search has been completed.				
2.35		System shall provide a "no match" indicator if there are no records matching the search criteria.				
2.36		System shall give options for determining the correct record, if more than one record matches the search criteria.				
2.37		System shall display search results on the map when a search is completed.				
2.38		System shall provide functionality for special needs communities, including, but not limited to, TTD usage.				
		Reports				
2.39		System shall be able to produce ad-hoc hard copy reports using all Application Data.				
2.40		System report data shall be exportable to Microsoft Excel 2007 or later.				
2.41		System shall update report data in real-time.				

2.42		System reports shall contain the following information: Event name; date and time of event; all addresses and related telephone numbers; if the number is published or not published; name and login ID of user who initiated the activation; disposition of each call within the activation (successful, busy, no answer, call terminated prior to message completion, non-working number, length of call, number of redial attempts, number of times the message was repeated).				
2.43		System shall provide an interface with the Cognos (Version 7 or later) enterprise reporting application.				
2.44		System shall provide a standard look and feel for all reports (headers, footers, etc.).				
2.45		System shall allow users to sort reports by user controlled columns within the report.				
2.46						
		System Administration				
2.47		System shall have the ability to support a minimum of 100 System Users with different security levels of access.				
2.48		System shall have the ability to support a minimum of two-level approval process for message activation.				
2.49		System shall provide the system administrator access to the system with password protection at both the application and data levels.				
2.50		System shall have the ability to support complex passwords, which include, but are not limited to upper and lower case, numbers, and special characters.				
2.51		System shall have the ability to provide a minimum of 128-bit encryption for the transmission of user logon information.				
2.52		System shall have the ability for log-in tracking.				
2.53		System shall provide descriptive error messages and what actions are required to correct the error.				
2.54		System shall provide context sensitive help on all screens.				
2.55		System shall provide the ability to customize the telephone number display (caller ID) for voice calls.				
3.0		**TECHNICAL REQUIREMENTS**				

3.1		System shall have the ability to provide the highest level of system access security to prevent unauthorized use.				
3.2		System shall be accessible via browser (Microsoft Internet Explorer 6.0 or later; or successor Microsoft browser program).				
3.3		System shall be kept current with all future releases of Microsoft Internet Explorer.				
3.4		System shall provide internet access through secure communications.				
3.5		System shall have the capability to import data from other databases (e.g. 911 database or County contacts database, etc.).				
3.6		System shall have the capability to scrub/validate data imported from other databases to prevent duplication.				
3.7		System shall be able to support distributed system administration from a minimum of 100 different locations.				
3.8		System shall be able to limit Administrator's access to subsets of the database based on constituency and geographical boundaries.				
3.9		System database shall be able to store land line contact information, cell number information and e-mail information for approximately 5 million households, businesses and other establishments.				
3.10		System database shall be scalable to support County growth for the life of the agreement.				
3.11		System shall have the ability to send a minimum of 400,000 30-second voice messages per hour.				
3.12		System shall have the ability to provide a screen displaying the disposition of calls as they occur.				
3.13		System shall allow for the use of multiple, geographically distributed, servers for application hosting.				
3.14		System shall have the ability to detect local telephone company infrastructure limitations and adjust the volume of calls as needed to increase throughput (e.g. throttle outbound call volume as to not overwhelm the telephone company infrastructure).				

3.15		System shall have the ability to make as many voice re-call attempts as necessary to complete notification calls.				
3.16		System shall provide technical redundancy and maintain functionality in the event that any component fails.				
3.17		System shall provide separate environments for Production and Test.				
3.18		System shall allow for automatic password expiration after a defined number of days.				
3.19		System shall allow for a timeout feature after a defined amount of inactivity.				
3.20		System shall have the ability to prioritize notifications closest to the event location and expend outward from that location				

Legend
A = Functionality available out of the box
B = Functionality requires customization
C = Functionality requires third party product(s)
D = Functionality not available

EXHIBIT B-2

PROJECT SCHEDULE

PROJECT APPROACH

There are four phases of the Universal Communications System's implementation:

PHASE I – INITIATION AND PLANNING

- Define objectives, assumptions, and risks.
- Define and refine application functionality, and gather requirements needed to begin work. A kick-off meeting or conference call is held between TFCC's team and LA County's team, during which we review customer specifications, the project timeline, TFCC responsibilities, LA County's responsibilities, and change management.
- Ensure project quality

PHASE II – DEVELOPMENT

- TFCC software developers create the customer's application according to specifications, and develop backend database and billing tables.
- Contingency path

PHASE III – TESTING

- TFCC Testing – The TFCC Client Manager and the TFCC Manager of Quality Assurance test LA County's application to ensure client specifications are met, and all functions are operate correctly.
- Client Testing – Client tests the application to ensure it meets specifications. If any new functionality is necessary, TFCC will add and test it. Once modifications are made, LA County reviews and tests the account again.

Phase IV – SYSTEM GO-LIVE

- LA County signs off and the system goes live. TFCC provides the appropriate documents around training, support, and problem management.
- TFCC and LA County conduct a post-implementation review.
- TFCC provides on-going training and support, and tests application as part of its Quality Assurance process.

EXHIBIT C

PRICE AND SCHEDULE OF PAYMENTS

FEE SCHEDULE

UNIVERSAL COMMUNICATIONS SYSTEM

Twenty First Century Communications, Inc.
("Provider")
750 Communications Parkway
Columbus, OH USA 43214

LA County
("Client")
493 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Effective Date:

COST:
Client shall be billed a one-time setup and programming fee of $310,000, which includes 1,000,000 prepaid minutes at a rate of $0.16 per minute and 1,000,000 prepaid text messages at the rate of $0.05 per attempt. Client shall be billed an annual maintenance recurring fee of $43,645. The annual maintenance recurring fee of $43,645 shall commence on the date of system acceptance as described in Section 5. WORK APPROVAL AND ACCEPTANCE in the Agreement and shall be paid in accordance to the terms in Section 10. INVOICES AND PAYMENTS in the Agreement.

ADDITIONAL PROGRAMMING:
Programming charges are provided on a per-project basis at the rate of $176 per hour.

USAGE AND NOTIFICATION CHARGES:
Additional prepaid minutes in excess of the initial 1,000,000 prepaid minutes included in the setup fee, may be purchased at the rate of $0.16 per minute. Should Client exhaust their prepaid minutes and/or text messages during a period of continuous use related to a specific event, Client shall be allowed to purchase additional prepaid minutes and/or text messages to cover any shortfall. The basic usage charge for both outbound and inbound non-prepaid minutes is $0.20 per minute including carrier long distance. In the fifth year of this agreement Client may purchase up to 1,000,000 additional prepaid minutes at the rate of $0.11 per minute. Per call minute pricing is billed on a second-by-second basis with a 30-second minimum. Unless specified otherwise, all LEC or carrier advanced network features will be passed through at cost, if applicable.

Any unused prepaid minutes and/or text messages may be carried forward to subsequent years in the contract term including renewals. At the end of contract termination, any prepaid balances will expire and no fees will be refunded.

When applicable, redirect to live is an additional $0.25/call minute to POTS lines, $0.15/call minute to an 800 number using Summa Transfer, and $0.90 per call minute to a live operator. Redirect to live using Network Transfer is billed at the network rate.

When applicable, text-to-Speech messaging is subject to a $0.01985/call surcharge.

E-mails transmitted using the UCS Service are free. Facsimiles transmitted using the UCS Service will be billed at the rate of $0.24871 per page.

Additional prepaid text messages in excess of the initial 1,000,000 prepaid text messages included in the setup fee, may be purchased at the rate of $0.05 per attempt.

When applicable, paging shall be billed at the rate of $0.05 per attempt.

ANI (when applicable) shall be billed at the rate of $0.01985/call.

Usage charges do not include Advanced Network charges, if applicable.

Client must notify Provider of any disputed charges within nine (9) months from the date of invoice, otherwise Client will be deemed to agree to such charges, will be precluded from disputing such charges, and Provider will not be subject to making any adjustments to such charges or invoices.

MAPPING COSTS:

Mapping updates in excess of one (1) annually shall be billed at the rate of $973 per county.

Map geocoding/database load charge is $109/hour.

Annual TFCC profile database hosting fee of $445 is included in the annual maintenance fee.

Initial on-site training is included in the installation fee. All other training shall be billed at the rate of $100/hour.

The annual database scrubbing fee of $15,000 is included in the annual maintenance fee.

EXHIBIT D

DESCRIPTION OF SOFTWARE

Attachment A – Key Features of TFCC's Mass Notification System

Access. TFCC's mass notification system can be programmed to send messages via land lines, cell phones, fax, pager, PDA and email devices, sequentially or simultaneously, all from the same web-enabled system. Message initiators may select a pre-recorded message, create a new customized message, or use the TFCC notification system's text-to-speech feature to communicate. Clients are welcome to call TFCC's 24/7/365 Help Desk for assistance in the design and/or launching of messages.

The TFCC notification system can be accessed from any remote location via any Internet-ready computer, or by calling the Twenty First Century Help Desk. Remote activation gives clients the flexibility to commence emergency operations from home base, from the field, or anywhere in between, should a power outage or physical damage preclude the launching of messages from the center of operations.

Ease of Use. TFCC's mass notification system uses familiar, user-friendly "task wizards" and "help windows", so that messages can be created and activated with very little training. The wizards guide the user through the process of defining the parameters of a call-out.

The User can a) define what constitutes a successful call; b) set the number of recall attempts; c) set the interval between recall attempts; d) indicate the sequence and order of alternative telephone numbers or devices (pagers, fax, or email) to be called; and/or e) in extreme emergencies, call all available contact numbers and devices simultaneously. Other features include bridge conferencing for up to 125 persons, and text-to-speech capabilities.

Relentless Reliability. TFCC's mass notification system must perform every minute of every day for its clients. Continuous self testing and periodic updates and assure its continuous performance and immediate availability. Constant call traffic runs across the platform every hour – 50,000 calls on an average day. Multiple, redundant, geographically dispersed port locations assure ongoing operational availability, in spite of local communication breakdowns, natural disasters or power outages. The TFCC mass notification system is not a piece of equipment that may break or become obsolete, but a service which is immediately available in an emergency, supported by the largest most reliable platform in North America.

Flexibility. TFCC's inbound capability allows the client to receive feedback from citizens, and in addition it also provides the client the ability to verify receipt of critical out-dial information by the intended recipient. Your agency can also define a variety of scenarios (flood, earthquake, terrorist attack, etc.), and identify predefined groups to be called based on each scenario. With the TFCC notification system, the client can keep the public, media, and other emergency professionals informed about the status of an emergency, and direct them to assistance.

Speed. TFCC is capable of high speed dissemination of information to large groups of individuals or smaller leadership circles, or both simultaneously, all in a matter of minutes. TFCC has priority access to 30,000 shared inbound VRU (Voice Response Unit) ports and 20,000 out-dial VRU ports. The TFCC notification system is capable of handling 60,000 (30-second) inbound calls and delivering 20,000 (30-second) outbound calls per minute simultaneously.

Simultaneous Handling of Inbound and Outbound Calls. The inbound capability of the TFCC system permits staff to call in to receive instructions or report their availability. The system can also receive inbound call traffic from citizens, playing message which provide information, give directions, issue warnings, etc. The inbound side provides a "self-service" public information portal, reducing demands on 911 call enters. Only TFCC guarantees that it will answer every call delivered to the system. On the outbound side, TFCC's notification system is capable of messaging landline, cell phones, PDAs, pagers, e-mails, fax machines – essentially any device that is phone or internet-addressable. Communication can be sent to staff, geographically defined groups (mapping feature), health care, law enforcement, or other

professionals (database defined), or the general public. This allows clients to quickly mobilize and assign key staff, or to alert citizens to a dangerous situation and provide instructions or information. Call programs can be designed on a hierarchical structure. That is, the result (answer/ no answer) of one call can trigger other follow-up calls according to a set of parameters defined by the user.

Cost effective. TFCC's notification system requires no additional hardware, software or phone lines to be purchased or installed by the client. As it uses the Internet, existing computer equipment and telephone lines, there is no need to hire additional staff to maintain the equipment, upgrade software, or operate the system.

GSA Certified
Federal Government Agencies can buy the TFCC mass notification system directly from the General Services Administration (GSA), Schedule 70, Category 132 52. State and local government agencies can also purchase TFCC's mass notification system using the GSA Cooperative Purchasing provisions: Section 211 of the E-Government Act of 2002. This Act amended the Federal Property and Administrative Services Act to allow for "Cooperative Purchasing."

Geographic Base File/ Mapping Function. The TFCC notification system's geographic base file enables clients to target messages to residents of specifically defined geographic areas. With the mapping module, users define a geographic calling area on an on-screen map, access the data base, and generate a call list. Multiple shapes are available to clearly define the target area (circle, rectangle, square, doughnut, plume, etc.). The system's geographic mapping application is an ESRI ArcIMS and ArcSDE based application which can incorporate existing local map layers used by the client. TFCC works with clients to set up the appropriate process to send the map layers from the existing local mapping systems and incorporate them into the TFCC system's mapping application.

Light the Light. A new feature of the TFCC notification system's mapping feathre, "light the light," displays geographically the results of out-dial calls on a map. The result of each call attempt is displayed as a dot on a computer map. Successful calls are indicated by a green dot, unsuccessful calls are indicated by a red light.

Capacity. TFCC's notification system is driven by a powerful Oracle database which provides the ability to store any number of contact profiles. There are also no limits to the number of scenarios which can be developed, the number of groups which can be created within a scenario, or the size of a group to be notified. The size and flexibility of TFCC's system easily and seamlessly accommodates incremental expansion over time to meet expanding community needs. The size and capacity of TFCC's system also allows for the cost effective expansion of the system to include other city and county agencies and organizations. Other key capabilities include bridge conferencing for up to 125 persons, and text-to-speech capabilities.

Interoperable Communications/Multi-agency Coordination. TFCC's mass notification system is an extremely valuable system for use by multiple-agency message initiators. Since its design uses the Internet and the telephone network itself, it provides a user friendly mode of communications which can be accessed by multiple agencies. It also addresses the Department of Homeland Security's interoperable communications mandates by providing a common source of critical information essential to multi-agency coordination. While real-time wireless and equipment-based solutions for interagency coordination may be necessary in the immediate aftermath of an emergency, these solutions are inherently physically vulnerable and insecure, Should you lose access to your fixed system due to weather or direct attack, the ability of TFCC's system to be accessed via any password protected internet portal enhances your existing system. The TFCC notification system provides a solution which complements and enhances the inter-operative wireless communications equipment mandated by the Department of Homeland Security, and provides a universally accessible back-up system in case of equipment failure. TFCC's system provides the relentless reliability and security which other modes of communication do not.

Fiscal Collaboration. TFCC's mass notification system is an extremely cost-effective one for use by multiple-agencies working cooperatively. Since its design uses the Internet and the telephone network itself, there are no additional telephone lines to install, or computer hardware to buy, software to purchase, or new equipment to install. It is therefore, easy for several public entities to access the system, and share the cost. TFCC's mass notification system is particularly cost effective for a city or county government which can serve as the primary client or umbrella organization for the involvement of a multitude of other departments, organizations, and/or other communities. It works this way.

The primary client (a city or county) would pay a one-time set up fee and an annual maintenance fee. The client will be provided codes and passwords for a requested number of message initiators. These passwords can then be distributed as desired to the other message initiators. These message initiators may be other agencies, counties, municipalities, hospitals, nuclear power plants, airports, etc. TFCC's notification system can provide access to a multitude of users who are able to access the system via a password and ID codes. However, access may be structured by the client to limit access based on a particular scenario, or emergency situation.

Twenty First Century Communications breaks all usage and billing down by username. In addition, reports can be generated by username, and all call data records contain the username of the person who initiated the call. This documentation is done for reporting and support billing. Twenty First Century Communications will capture the activity for each message initiator/password, and provides it with the yearly/monthly invoice. As the primary client, you will then be able to distribute the cost of the System in any way that fits your organizational and funding structure. This cost-sharing approach allows other city and county agencies to buy into the system, and receive access to a state-of-the-art emergency notification system.

Seamlessly Expandable. TFCC's notification system is seamlessly expandable. As you need to expand your communications' capability by adding new message initiators, you simply contact TFCC, we provide a message initiator code and password and they can begin using the system. In most cases, this can occur within 24 hours at no additional cost, except in cases where specialized mapping must be installed. New message initiators may be trained via the Internet.

Data Bases. TFCC is capable of using a variety of data bases, including commercial, public, and emergency 911 data base. The user profile for the call recipient can be customized as desired by the Client as desired. Generally the fields included are home phone, work phone, cell phone, physical address fields, fax, email, page, text device, specialty, department, certifications, etc. There is no limit to the number of fields that can be created for the user profile. Each field defined can then be used in reporting and group/list generation.

Security. Security is a primary focus of TFCC, so we not only designed our system with a series of security checks we also employ SSL throughout the system. Access to the system is ID and Password protected. We also employ SSL 128 bit encryption throughout the system. The 800 number that is used to administer and record messages is also ID and password protected with randomly generated passwords associated with each program, thus ensuring the highest security possible. In addition TFCC continuously monitors all web activity and attempts to access any part of the secure systems. All IP addresses and system navigation is monitored and logged in order to maintain the highest level of security and access.

All TFCC data processing facilities have intrusion detection systems that are monitored by TFCC security personnel as well as the service contractor. All data centers are accessed by use of a card reader, and only necessary data center personnel have been granted access. Access logs are reviewed monthly for any anomalies.

Reporting. Within minutes of activation, Call Data Reports (CDR) will appear on the client's TFCC notification website, and will self-refresh every 60 seconds as the call process occurs. A series of

summary reports breaks down all call traffic into half hour increments. Twenty First Century Communications also provides a report writer functionality that allows the user to create custom reports in order to view specific data regarding a calling event. This data includes but is not limited to time and date stamp, call duration, phone numbers, data collected, choices by contact, hang-up location, answering machine, busy, network intercept, call answered, fax/data etc. All reports are available over the web and all data is stored for a minimum of two years on TFCC's searchable, sortable Oracle database. In addition, the TFCC notification system provides a comprehensive query functionality that allows for all data (either contacts or phone call results) to be searched and displayed on demand. There is no system available that provides such a comprehensive query and reporting functionality.

Customer Service and Technical Support. Twenty First Century Communications (TFCC) provides world class customer support. TFCC works hard everyday to maintain relationships with all of our clients. TFCC provides highly skilled project managers to serve as dedicated client managers to each client. The client manager's job is to maintain relationships, train, inform of new product updates and provide assistance when needed. In addition TFCC 24/7 support is included in the system price. TFCC maintains 24/7 onsite support to assure that the system functions flawlessly when called upon. The TFCC help desk is available to assist with questions, system issues or to assist with message initiation should the event rise that you cannot access the internet or our application.

Training. TFCC provides extensive "hands on" onsite training as part of the initial project implementation. Each client is also assigned a client manager who keeps the client abreast of recent updates, assists in the training of client staff, and assists clients in the implementation of updates by the client. Training on all system improvements and upgrades made after system installation, is conducted at no cost via web cast.

Ongoing Technological Improvements. Twenty First Century continues to make steady progress in improving the services to our clients, keeping them on the edge of new and improved communications technologies. TFCC is also constantly striving to improve reliability though constant testing and system upgrades which benefit the client. System reliability is maintained by a proprietary system or monitoring, performance benchmarks and alarms developed over 18 years of experience. These upgrades and improvements are provided at no additional cost.

Summary.
Twenty First Century Communications notification system is a state-of-the-art Emergency Notification Service which is always immediately available and accessible from any internet ready computer. TFCC's notification system makes available on demand the largest and fastest out-dial and inbound automated telecommunications platform in North America. TFCC's system is an off-site hosted solution which can be activated from any remote location, and requires no additional hardware or software to be purchased by the client. The TFCC system significantly exceeds the hardware and software capabilities of a local "box" system. In short, there is no other company with the years of experience, the platform, the technology, and the record of reliability, who is better able to meet the needs of your city, county, state or business than Twenty First Century Communications. And, there is no other system with the power, flexibility, features and ease of use, as that provided by TFCC.

EXHIBIT E

MAINTENANCE AND SUPPORT

MASS NOTIFICATION SYSTEM

I. INTRODUCTION

Capitalized terms used in this Exhibit E (System Maintenance) without definition herein shall have the meanings given to such terms in the body of the Agreement or in the Statement of Work.

II. SYSTEM MAINTENANCE

Throughout the Term, Contractor shall provide Maintenance Services for the System from Contractor's business premises and/or from County Facilities, twenty-four (24) hours per day, seven (7) days per week. County Staff may submit a request twenty-four (24) hours per day, seven (7) days per week for Maintenance Services in person, via telephone, pager, facsimile, mail, electronic mail (email) or any other reasonable means. Maintenance and Support Services shall include Contractor performing the following tasks as outlined below, which tasks are provided at no additional costs beyond the Maintenance and Support Fees expressly set forth in the Agreement:

A. General

1. Maintenance and Support services shall commence in accordance with the provisions set forth in the body of this Agreement and shall continue for the term of this Agreement, if so elected by County. Contractor shall support all System Software Components in their respective then-existing architecture and for their respective then-existing versions and the most recent prior two (2) Version Releases for the term of this Agreement.

2. For Maintenance and Support services, the County's primary contacts shall be the Project Manager and the System Administrator or their designee. Once identified, the County shall notify Contractor within a reasonable time of any change to the identified Maintenance and Support Services contacts for the County.

3. County will provide Contractor with information and assistance reasonably requested by Contractor as necessary to detect, simulate and correct any failure of System to operate in accordance with Specifications, but

regardless of the level of assistance provided by County, Contractor is solely responsible for timely correction.

4. Contractor shall provide County with revised System Software, including installation and all other Implementation Services, and avoidance procedures including related Documentation, if necessary, to correct any failure of System to operate in accordance with Specifications. Contractor shall also provide County with any necessary training related to system revisions.

5. Contractor shall provide System Software modifications, Updates, Enhancements, corrections, patches, fixes, improvements, and new releases, including without limitation all generally available commercial releases and Updates of all System Software, (collectively, "Enhancements") on a regular basis. For the avoidance of doubt, Enhancements include updates, improvements, fixes, security patches, and new version releases to System Software, and Third Party Software. Contractor shall install all Enhancements related to System Software and provide all other Implementation Services required in order to allow County to fully realize the benefits of such Enhancements. Contractor shall certify that all Enhancements are compatible with the System prior to their installation in any live County environment.

6. Contractor shall offer to County Updates, including, but not limited to, Enhancements, improvements and version releases of the System Software, or any Component or module of such System Software, and all Documentation related thereto immediately after the creation thereof.

   Contractor shall notify County of all such Updates to the System Software prior to the anticipated installation date therefore. Installation of each Update shall be subject to prior written approval of County's Project Manager. Installation of such Updates to the System Software shall be at no additional cost to County beyond the Maintenance and Support Fees. Any Updates necessary to remedy security problems in the System Software (e.g., closing "back doors" or other intrusion-related problems), whether identified by Contractor, County or a third party, shall be provided to County within three (3) calendar days of Contractor's knowledge of the existence of such security problems, unless agreed to otherwise as specified herein. Contractor

should work with County to test updates before introducing them to the production environment.

7 Contractor will provide current, comprehensive Documentation for all System Software in electronic format. Contractor shall maintain all Documentation in all deliverable formats up to date and available at all times throughout the Term. Contractor shall update Documentation within ten (10) working days of any Enhancement or addition to the System.

8. Contractor will provide training for Updates or major software releases or any other System Enhancement that involves significant new or different functionality or procedures.

9. In the event that a Third Party Software vendor changes its licensing structure in a subsequent product version in a manner changing the number of required licenses (e.g., concurrent users becomes named users), Contractor shall provide licenses sufficient to provide County with the same level of use that County enjoyed under the previous licensing structure at no additional cost to County.

10. In the event of any security problem (e.g., discovery of a "back door", database vulnerabilities, or other intrusion-related problems) relating to the System Software, whether identified by Contractor, County or a third party, Contractor shall use best efforts and speed to identify such vulnerabilities and coordinate resolution with third party providers (if appropriate), shall provide a remediation plan within five (5) working days of Contractor's knowledge of the existence of such problem, and shall provide all required Enhancements identified in the remediation plan, including promptly validating and installing any required patches along with any other required Implementation Services.

11. Contractor shall provide Maintenance and Support Services for Third Party Software that is deemed to be part of the System Software, regardless of whether the license to such Third Party Software is obtained through Contractor, or is obtained through an extension of an existing County license with such Third Party Software provider. Third Party Software versions installed as part of the System shall be a version currently supported by the Third Party Software

vendor and not more than two versions older than the current commercial release of the product.

12. In the event it is determined that any required Update to Third Party Software is not compatible with the System Software, Contractor shall provide County with an automated workaround to protect the integrity of the System Software and related data until such time as the Deficiency is corrected.

13. Contractor shall provide Maintenance and Support Services for Custom Programming Modifications, if any, and report designs provided by Contractor, at no additional cost to County, including Updates, modifications, Other Professional Services and other Work required to maintain compatibility of data, reports, and Custom Programming Modifications.

14. Contractor will be expected to respond and assist when there are System problems which may or may not be the direct fault of Contractor. These are potential incompatibilities that may arise due to hardware, software or other product integration issues, but impact the System's performance.

15. Contractor shall maintain an automated Incident Tracking System (ITS) with each incident's description and status. Contractor shall regularly review all open incidents for follow up on unresolved issues. Contractor will provide County access to the ITS for County's separate review of all open and closed County incidents. A problem log report shall be provided to County on a monthly basis and shall include the following information for each communication between County and Contractor regarding the problem:

    A. Identification Number: Each incident reported shall be automatically assigned a unique identification number, which shall be used to track, document and respond to queries regarding activities relating to a specific service request;

    B. Date and Time: Each incident reported shall include the date and time the service request was initiated, which shall be used to document and/or monitor response and resolution time;

C. Contact Person: Each incident reported shall include the name, title, and telephone number of the person initiating the service request, who shall be used as the point of contact for inquiries regarding the request;

D. Service Description: Each incident reported shall include a detailed description of the problem encountered, which shall be used to investigate, reproduce, verify and resolve the problem encountered;

E. Service type: Each incident reported will be assigned a Severity Level I, II III, or IV designation (as defined below), which shall be used in determining the applicable Resolution Time;

F. Capability to attach supporting documentation, which could be screen prints, report samples, etc.

G. Error Type: Each incident reported will be assigned an Error Type which could be a screen, report, etc.

H. Resolution Status and estimated fix date: Each incident reported shall include Contractor's analysis of the problem, the proposed resolution (e.g., Update or other Enhancement, System Support), resolution activities (e.g., description of calls to and from Contractor/County, referral to Contractor's Engineering staff for correction or investigation, referral to Contractor help desk, etc.) and the estimated date for completion – to be completed by Contractor;

I. Resolution Plan and Results: Each incident reported shall include the current status (e.g., open, hold, pending, under investigation) – to be completed by Contractor.

J. Contractor shall maintain a historical knowledge base of System related problems to identify patterns and facilitate timely resolution.

15. Contractor shall make available technically qualified personnel (*i.e.* a help desk) to respond by telephone to all reasonable questions by County personnel relating to the

System 7x24. Contractor personnel shall document all such calls for assistance from County personnel in the automated incident tracking system. Such support shall be provided via a toll-free telephone number, and for all telephone calls from County to Contractor, County Staff shall not be kept on hold for more than two (2) minutes. If the inquiry cannot immediately be resolved, a qualified Contractor technician shall return the telephone inquiry within one (1) hour. At County's option, County may also submit System related questions to Contractor via e-mail, and a qualified Contractor technician shall respond to the inquiry within one (1) Working Day. Also, technical management personnel should be available for escalation purposes.

16. In the event that an outstanding issue called in by County personnel is not being acknowledged, addressed or resolved by Contractor in an expedient manner, County Project Manager or designee, in County's sole judgment, may escalate the issue within Contractor's service management levels and, if necessary, contract management levels. Contractor shall provide County with a complete organizational chart for Contractor personnel performing product support and all other tasks hereunder. The organizational chart shall include staff name, position, telephone and e-mail address. Contractor shall provide County with an updated organizational chart as support and management changes occur.

B. Remote Access and On-Site Support

1. County shall provide appropriate access facilities by which Contractor may, with the permission of County, remotely access the System for the purpose of remote diagnostics and support. Contractor shall provide on-site support, if necessary, to provide timely Maintenance and Support Services. Contractor shall be responsible for all costs and expenses, including travel expenses, incurred in the provision of on-site support.

2. Contractor agrees that the System Software, including all Documentation and all Enhancements, shall be fully delivered in electronic form and one hard copy.

C. Preventive Maintenance

1. As part of Maintenance and Support Services, on a monthly basis, or as otherwise agreed to by County's Project Manager and Contractor's Project Manager, Contractor shall provide preventive maintenance for the System Software to ensure that all Components thereof are functioning in accordance with this Agreement.

D. Corrective Maintenance

1. As part of Maintenance and Support Services, Contractor shall perform corrective maintenance to correct any failure of System and to remedy all Deficiencies (collectively, "Corrective Maintenance") such that the System will operate in accordance with Specifications.

2. In the event that a need for Corrective Maintenance by Contractor is discovered by County before Contractor's discovery thereof, County will notify Contractor of the need for Corrective Maintenance. In the event that Contractor discovers the need for Corrective Maintenance on any component of the System, Contractor will notify County of such discovery immediately.

3. County's Project Manager or such person's designee, in such person's sole judgment, will determine the severity level of the error or malfunction and designate it as Level I, Level II, Level III, or Level IV Priority, as defined below.

   a. "Level I Priority" means an error or malfunction, including a Deficiency, which significantly impairs County's normal business operations. This includes a Deficiency that causes the System Software or any Component thereof to halt processing or is causing data failures, problems or issues for which no reasonable workaround is available.

   b. "Level II Priority" means an error or malfunction, including a Deficiency, for which no System procedure is reasonably available to provide alternative functional operation, however, such error or malfunction does not significantly impair County's normal business operations. Level II Priority includes a Deficiency that causes inconsistencies or irregularities within the System Software.

c. "Level III Priority" means an error or malfunction, including a Deficiency, for which a reasonable alternative procedure is available to provide functional operation (a "Workaround"), and neither such error or malfunction nor the implementation of the Workaround significantly impairs County's normal business operations.

d. "Level IV Priority" means an error or malfunction, including a Deficiency, whether or not with a Workaround, which has little or no consequence on County's normal business operations.

4. The time periods described shall begin with the earlier of first contact by County or first discovery by Contractor for Level I Priority Deficiencies. For issues of Level II Priority, Level III Priority, and Level IV Priority, if the first contact by County or discovery by Contractor is not during the Working Day, the time period shall begin at the start of the next Working Day, otherwise it shall occur at the first contact by County.

a. For Level I Priority Deficiencies, Contractor shall provide action immediately after contact by County or discovery by Contractor and use continuous best effort until the problem is resolved. If not corrected within one (1) hour, Service Credits shall be applied pursuant to Section VI (Service Credits) of this Exhibit E.

b. For Level II Priority Deficiencies, Contractor shall provide ongoing and diligent action to correct the failure of System to operate in accordance with Specifications. If not corrected within twenty-four (24) hours of first contact by County regarding or discovery by Contractor of such Deficiency, Service Credits shall be applied pursuant to Section VI (Service Credits) of this Exhibit E.

c. For Level III Priority Deficiencies, Contractor shall provide ongoing and diligent action to correct the failure of System to operate in accordance with Specifications. If not corrected within seventy-two (72) hours of first contact by County regarding or discovery by Contractor of such Deficiency, Service Credits shall be applied pursuant to Section VI (Service Credits) of this Exhibit E.

d. For Level IV Priority Deficiencies, Contractor shall provide ongoing and diligent action to correct the failure of System to operate in accordance with Specifications. If not corrected within a reasonable agreed-upon time period, County reserves the right to change the priority level of the Deficiency.

5 County will install and test proposed corrections to Deficiencies in accordance with its procedure for installing system Updates, including but not limited to operation in production for not less than fifteen (15) days without recurrence of the Deficiency in question prior to any Acceptance of such correction.

6. Contractor shall not deem a reported Deficiency corrected until the root cause is documented and the County has Accepted the correction.

7. County, in its sole discretion, may escalated or downgrade the severity level of a Deficiency. At the time the Deficiency is escalated or downgraded, upon notification of Contractor of such change in severity level, a new appropriate timeline will be applied for resolution of such Deficiency in accordance with this Section.

III. COUNTY RESPONSIBILITIES

A. County shall identify County staff or County designees authorized to access and initiate online incident reports/service requests, via Contractor's automated ITS. County will notify Contractor in writing of all authorized personnel.

B. County shall be responsible for determining the severity level assigned to each incident of Deficiency discovered by County or Contractor.

C. Without limiting Contractor's obligations in respect of Deficiencies discovered by Contractor, County shall be responsible for initiating incident reports, via the automated ITS, email, verbally in person, or via fax or telephone.

D. County's Project Manager or his/her designee shall be solely responsible for approval of Work provided in response to incident reports/service requests.

IV. SYSTEM PERFORMANCE REQUIREMENTS

1. Based on the Contractor's recommended infrastructure configuration, System Response Time for transactions related to all system functions, including but not limited to correlating telephone numbers to Affected Area polygons, shall not exceed five (5) seconds. Response Time shall be defined as the interval of time from when a System Administrator submits a transaction request to when the System Administrator receives the complete results for that request. Failure to meet System Response Time minimums will result in the issuance of service credits of $500 per day until the problem is corrected.

2. Contractor will troubleshoot system performance problems and determine the root cause of any failure of hardware and/or network infrastructure which cause Contractor to miss minimum requirements.

3. County, from time to time, may request that Contractor evaluate and report system performance relative to the agreed upon system performance requirements set forth herein. Contractor shall so evaluate and report on the system performance requirements.

V. SYSTEM RELIABILITY

1. System non-availability due to System Software error, malfunction, or Deficiency shall be defined for the purpose of this document as "Downtime".

2. County requires that there be no scheduled Downtime for routine maintenance, which includes, but is not limited to tasks such as:

    a. Security patches and service packs
    b. Repairing database problems
    c. Updates for System Software

3. The infrastructure configuration shall provide redundancy, or other methods to attain the required availability.

VI. SERVICE CREDITS

A. <u>General</u>

Without limiting any other rights and remedies available to County, either pursuant to the Agreement, at law, or in equity, Service Credits shall accrue under this Exhibit E for Contractor's failure to maintain System reliability, for failure to provide timely Corrective Maintenance and for the System's failure to satisfy Response Time requirements, all as described in more detail below. The amount of the Service Credit will depend on the extent and duration of Contractor's continuing failures.

B. System Reliability

1. The System Reliability Percentage shall be calculated by adding up the total amount of Downtime which occurs during any calendar month and subtracting that amount from the System maximum operational use time (24 multiplied by 'x' days in the calendar month = 100%) and dividing the difference by the System maximum operational use time. The resulting quotient will then be multiplied by 100 to determine the reliability percentage.

2. Service Credits, in the amount of one (1) month of Maintenance and Support Fees shall be accrued for any month during which System Reliability Percentage is less than 99.99%. This amount shall be in addition to any amounts accrued under for failures to meet required Corrective Maintenance response times.

C. Corrective Maintenance Response Time Failures

1. If Contractor fails to provide Corrective Maintenance on a timely basis in accordance with this Agreement, then in each instance, Service Credits shall accrue for the benefit of County, calculated as set forth below:

   a. For Level I Priority errors or malfunctions, Service Credit equal to one third (1/3) of the monthly Maintenance and Support Fee for each one (1) hour the Level I Priority error or malfunction continues without resolution.

   b. For Level II Priority errors or malfunctions, Service Credit equal to one fourth (1/4) of the monthly Maintenance and Support Fee for each two (2) hours the Level II Priority error or malfunction continues without resolution.

c. For Level III Priority errors or malfunctions, Service Credit equal to one tenth (1/10) of the monthly Maintenance and Support Fee for each twenty four (24) hours the Level III Priority error or malfunction continues without resolution.

2. Any attempted repair of or other Enhancement to the System in order to resolve a Deficiency shall only be deemed effective only if the System thereafter complies with the Specifications hereunder in all respects applicable to such Deficiency, including without limitation any applicable response or volume metrics, for an uninterrupted fifteen (15) day period in full production use subsequent to such repair or Enhancement. If the System fails to complete this fifteen (15) day period of uninterrupted compliance, such repair or Enhancement shall be deemed to be and treated as if ineffective to cure the original Deficiency, and Service Credits, if any, shall continue to accrue from the date of the originally reported Deficiency in question.

EXHIBIT F, G

INTENTIONALLY OMITTED

EXHIBIT H

TASK/DELIVERABLE

ACCEPTANCE CERTIFICATE

EXHIBIT H

TASK/DELIVERABLE ACCEPTANCE CERTIFICATE

(Name and Address)	TRANSMITTAL DATE
TASK/DELIVERABLE ACCEPTANCE CERTIFICATE	CONTRACT NUMBER
	TITLE

FROM:	TO:
[Contractor] Project Director (Signature Required)	County Project Director Chief Information Office

[Contractor] hereby certifies to County that as of the date of this Task/Deliverable Acceptance Certificate, it has satisfied all conditions precedent in the Agreement, including the Exhibits thereto to the completion of the Tasks and delivery of the Deliverables set forth below, including satisfaction of the completion criteria applicable to such Tasks and Deliverables and County's approval of the Work performed in connection with the achievement of such Task. [Contractor] further represents and warrants that the Work performed in respect of such Tasks and Deliverables has been completed in accordance with the Exhibit B (Statement of Work). County's approval and signature constitutes an acceptance of the Tasks and Deliverables listed below.

TASK DESCRIPTION (including Task and subtask numbers as set forth in the Statement of Work)	DELIVERABLES (including Deliverable numbers as set forth in the Statement of Work)

Comments:

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.

County Acceptance:

NAME _____ SIGNATURE _____ DATE _____
County Project Director

EXHIBIT I, J, K

INTENTIONALLY OMITTED

EXHIBIT L

JURY SERVICE ORDINANCE

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)

EXHIBIT M

INTENTIONALLY OMITTED

EXHIBIT N

IRS NOTICE 1015

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

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2004)

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

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

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

Which Employees Must I Notify About the EIC?

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

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

How and When Must I Notify My Employees?

You must give the employee one of the following:

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

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

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

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

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

How Do My Employees Claim the EIC?

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

How Do My Employees Get Advance EIC Payments?

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

Cat. No. 20599I

EXHIBIT O

SAFELY SURRENDERED BABY LAW

SAFELY SURRENDERED BABY LAW

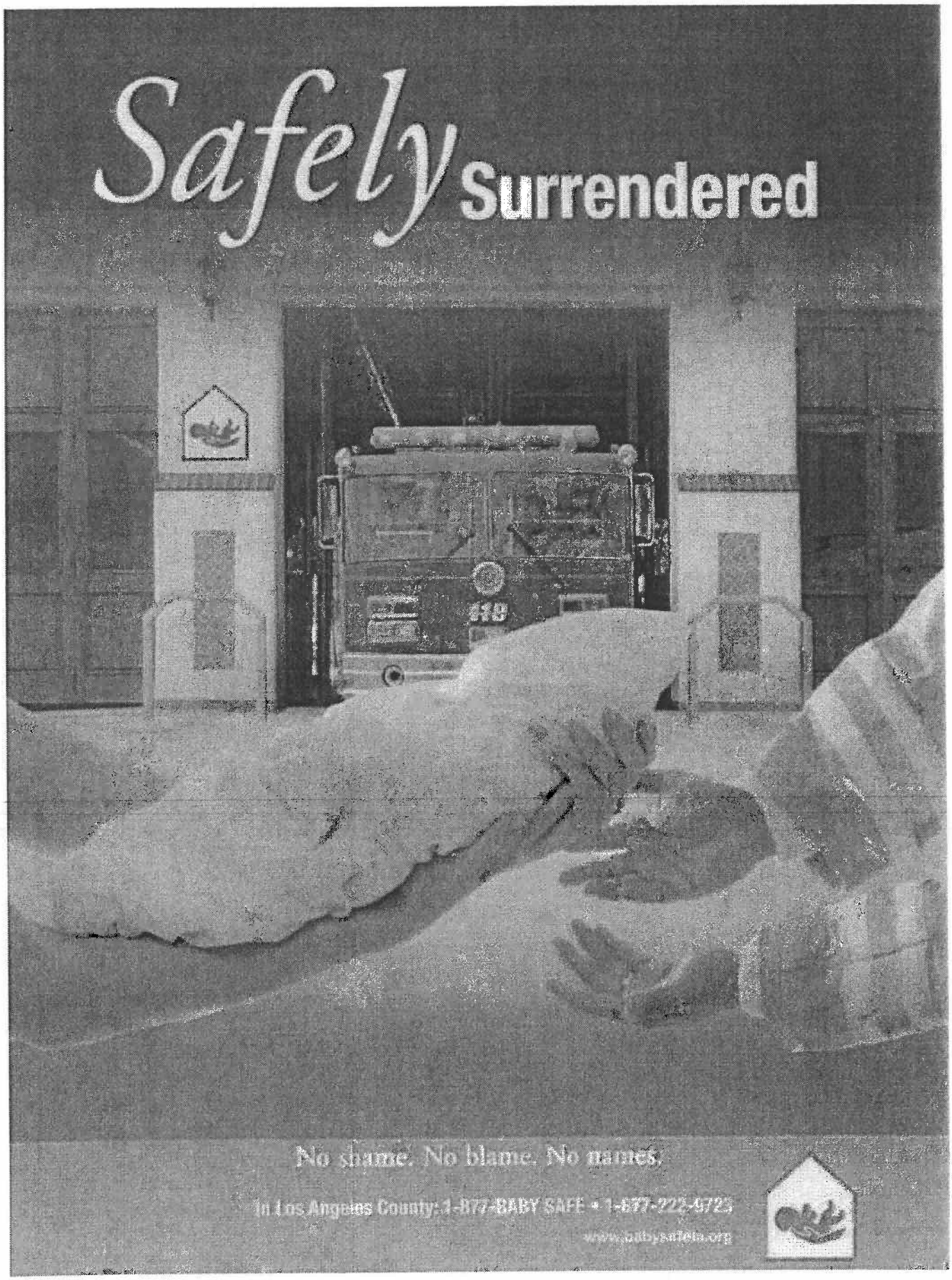


EXHIBIT O

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.

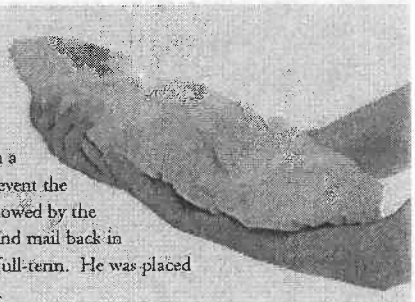
What happens to the parent or surrendering adult?

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

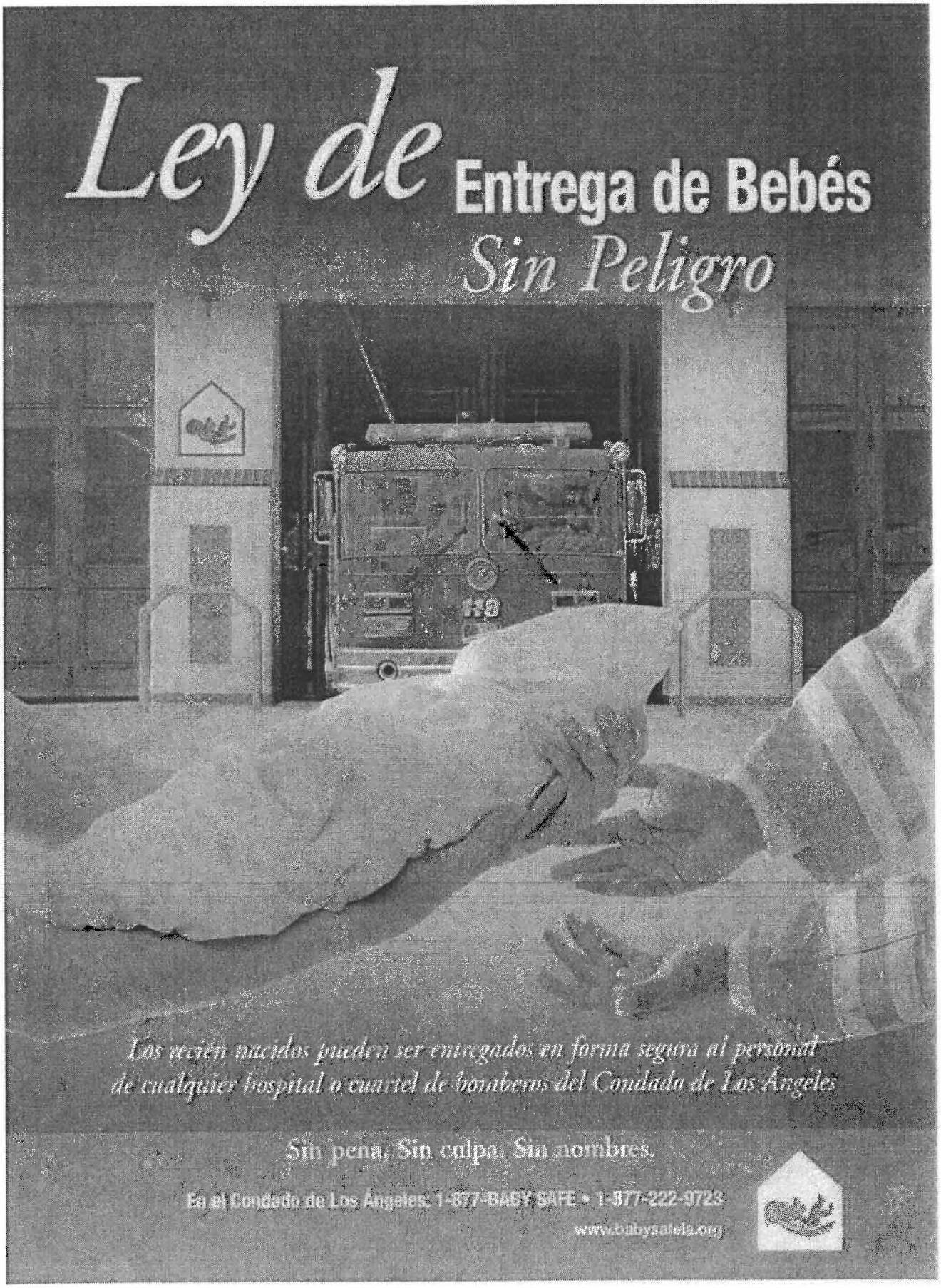
Why is California doing this?

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.


Ley de Entrega de Bebés
Sin Peligro
Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles
Sin pena. Sin culpa. Sin nombres.
En el Condado de Los Angeles: 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 P, Q

INTENTIONALLY OMITTED

EXHIBIT R, S

INCORPORATED BY REFERENCE