AGENDA

Members of the Public may address the Operations Cluster on any agenda item by submitting a written request prior to the meeting. Two (2) minutes are allowed for each item.

1. Call to order – Mark Baucum/Gevork Simdjian

2. Public Comment
   (2 minutes each speaker)

3. INFORMATIONAL ITEM(S):
   (5 minutes)
   A) Board Letter:
      SHERIFF CAD SYSTEM UPGRADE
      LASD – Lt. Marshall Yelverton, Project Manager and Angelo Faiella, Contracts Manager
      CIO – William Kehoe, Chief Information Officer or designee
   B) Board Letter:
      APPROVE OF AMENDMENT NO.1 TO EXTEND THE TERM OF SOLE SOURECE AGREEMENT
      DHS – Amy Luftig Viste, MHIA Program Director
      CIO – William Kehoe, Chief Information Officer or designee

4. PRESENTATION/DISCUSSION ITEMS:
   None available at this time.

5. Adjournment
FUTURE AGENDA TOPICS

CALENDAR LOOKAHEAD:
(5 minutes)

A. Board Letter:
   CONTRACT WITH BID4ASSETS TO PROVIDE ONLINE AUCTIONS OF TAX DEFAULTED PROPERTIES
   TTC – Keith Knox, Chief Deputy Treasurer and Tax Collector
   CIO – William Kehoe, Chief Information Officer or designee

B. Board Letter:
   APPROVAL OF THE COUNTY OF LOS ANGELES COMMUNITY FACILITIES DISTRICTS GOALS AND POLICIES
   TTC – Keith Knox, Chief Deputy Treasurer and Tax Collector

C. Board Letter:
   SOLE SOURCE AGREEMENT EXTENSION FOR CONTINUED MAINTENANCE AND SUPPORT OF THE TREASURER AND TAX COLLECTOR IMAGE MANAGEMENT SYSTEM
   TTC – Keith Knox, Chief Deputy Treasurer and Tax Collector

D. Board Letter:
   APPROVAL OF A NEW EIGHT YEAR LEASE OF PARKING SPACE FOR FIRE DEPARTMENT
   CEO/RE – Michael Navarro, Chief Program Specialist or designee

E. Board Letter:
   APPROVAL OF A NEW EIGHT YEAR LEASE OF OFFICE AND PARKING SPACE FOR DEPARTMENT OF MENTAL HEALTH
   CEO/RE – Michael Navarro, Chief Program Specialist or designee
BOARD LETTER/MEMO – FACT SHEET
OPERATIONS CLUSTER

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<tr>
<th>OPSC CLUSTER AGENDA REVIEW DATE</th>
<th>8/1/2019</th>
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<td>BOARD MEETING</td>
<td>9/3/2019</td>
</tr>
<tr>
<td>SUPERVISORIAL DISTRICT AFFECTED</td>
<td>All</td>
</tr>
<tr>
<td>DEPARTMENT</td>
<td>Sheriff</td>
</tr>
<tr>
<td>SUBJECT</td>
<td>Board Authorization to approve three (3) Sole Source Agreements with (1) Hewlett Packard Enterprise (HPE), (2) Normal L. Fogel, and (3) Robert W. Wood</td>
</tr>
<tr>
<td>PROGRAM</td>
<td>Computer Aided Dispatch (CAD) Migration and Upgrade</td>
</tr>
<tr>
<td>SOLE SOURCE CONTRACT</td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td>No</td>
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<tr>
<td></td>
<td>If Yes, please explain why: HPE is the only vendor that supplies and provides support for the only product line that can be used to run the Department’s existing CAD subsystem. Mr. Fogel and Mr. Wood are the only known sources possessing the background, knowledge, experience, and technical capabilities to work on this mission-critical system.</td>
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<td>DEADLINES/ TIME CONSTRAINTS</td>
<td></td>
</tr>
<tr>
<td>COST &amp; FUNDING</td>
<td>Total cost: $3,200,000 Funding source: Department has identified sufficient funding within its operating budget.</td>
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<td></td>
<td>TERMS (if applicable):</td>
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<tr>
<td></td>
<td>• One (1) year plus two (2) optional one-year extensions with HPE</td>
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<tr>
<td></td>
<td>• One (1) year plus five (5) optional one-year extensions with Mr. Fogel</td>
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<tr>
<td></td>
<td>• One (1) year plus two (2) optional one-year extensions with Mr. Wood</td>
</tr>
<tr>
<td></td>
<td>Explanation:</td>
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<tr>
<td>PURPOSE OF REQUEST</td>
<td>To allow for the conversion and migration of the Department’s CAD subsystem software from its current legacy hardware platform onto the new, supported HPE Integrity NonStop platform.</td>
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<tr>
<td>BACKGROUND</td>
<td>On May 11 2017, the Department provided the Board advance notification of the Department’s intent to enter sole source negotiations with HPE, Mr. Fogel, and Mr. Wood. On June 21, 2017, the Department provided the Board with a supplemental notice of its intent to request the Internal Services Department to purchase the HPE Nonstop hardware for the Department’s CAD development and test platform.</td>
</tr>
<tr>
<td>DEPARTMENTAL AND OTHER CONTACTS</td>
<td>Name, Title, Phone # &amp; Email:</td>
</tr>
<tr>
<td></td>
<td>• Lt. Marshall Yelverton, Project Manager, (323) 881-8024, <a href="mailto:MRYelver@lasd.org">MRYelver@lasd.org</a></td>
</tr>
<tr>
<td></td>
<td>• Angelo Faiella, Contracts Manager, (213) 229-3259, <a href="mailto:AFaiell@lasd.org">AFaiell@lasd.org</a></td>
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</table>
June 18, 2019

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

Dear Supervisors:

**APPROVAL OF THE FOLLOWING THREE SOLE SOURCE AGREEMENTS WITH:**  
(1) HEWLETT PACKARD ENTERPRISE FOR PROFESSIONAL SERVICES  
(2) NORMAN L. FOGEL TO PROVIDE SOFTWARE MIGRATION SERVICES FOR THE  
DEPARTMENT’S LEGACY COMPUTER AIDED DISPATCH (CAD) SUBSYSTEM TO  
A NEW HARDWARE PLATFORM, AND  
(3) ROBERT W. WOOD TO PROVIDE  
ADDITIONAL SOFTWARE MIGRATION SERVICES FOR THE DEPARTMENT’S CAD  
SUBSYSTEM  
(ALL DISTRICTS) (3 VOTES)

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

**SUBJECT**

The Los Angeles County (County) Sheriff’s Department (Department) is seeking Board of Supervisors (Board) approval and execution of the attached Sole Source Agreement with Hewlett Packard Enterprise (HPE) to set up hardware platforms in both test and production environments, and to provide technical support for the Department’s current CAD consultant and maintenance provider Norman L. Fogel (Mr. Fogel), and future consultant Robert W. Wood (Mr. Wood) on their work to migrate the Department’s CAD software onto a new and fully supported HPE Integrity NonStop hardware platform.

The Department is also seeking Board approval and execution of the attached Sole Source Agreement with Mr. Fogel to migrate the CAD subsystem software from its
current legacy hardware platform to the new HPE hardware platform and provide future software maintenance (Services).

Finally, the Department is also seeking Board approval and execution of the attached Sole Source Agreement with Mr. Wood to provide additional software migration services and technical assistance, along with Mr. Fogel, to migrate the CAD subsystem software onto the new hardware.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and instruct the Chair to sign the attached Sole Source Agreement with HPE to provide Operating System (OS) consulting services for the migration and installation of the CAD subsystem software for the term of one year, with two optional one-year extensions, for a total Agreement term not to exceed three years, and a Maximum Contract Sum of $900,000.

2. Delegate authority to the Sheriff, or his authorized designee, to execute change notices and amendments to the Sole Source Agreement with HPE as applicable to: (1) effect assignment of rights and/or delegation of duties under the Sole Source Agreement in the event of the contracting entity’s merger, acquisition, or other corporate change; (2) modify the Sole Source Agreement to include new and/or revised standard County contract provisions as required by the Board or the County's Chief Executive Office (CEO); (3) exercise any of the extension options if it is in the best interest of the County; and (4) effect termination of the Sole Source Agreement, either in whole or in part, by provision of a ten-day advance written notice.

3. Approve and instruct the Chair to sign the attached Sole Source Agreement with Mr. Fogel for Services for the term of one year, with five optional one-year extensions, for a total Agreement term not to exceed six years. The Maximum Contract Sum for the first three years shall not exceed $900,000. The sum for the remaining three maintenance years is estimated to be $500,000, for a total contract sum of $1,400,000.

4. Delegate authority to the Sheriff, or his designee, to execute change notices and amendments to the Sole Source Agreement with Mr. Fogel as applicable to: (1) modify the Sole Source Agreement to include new and/or revised standard County contract provisions as required by the Board or the CEO; (2) exercise any of the extension options if it is in the best interest of the County; and (3) effect termination of the Sole Source Agreement, either in whole or in part, by provision of a ten-day advance written notice.
5. Approve and instruct the Chair to sign the attached Sole Source Agreement with Mr. Wood for providing additional professional support to the Department for the term of one year, with two optional one-year extensions, for a total Agreement term not to exceed three years, and a Maximum Contract Sum of $900,000.

6. Delegate authority to the Sheriff, or his designee, to execute change notices and amendments to the Sole Source Agreement with Mr. Wood as applicable to: (1) modify the Sole Source Agreement to include new and/or revised standard County contract provisions as required by the Board or the CEO; (2) exercise any of the extension options if it is in the best interest of the County; and (3) effect termination of the Sole Source Agreement, either in whole or in part, by provision of a ten-day advance written notice.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will allow for the conversion and migration of the Department’s CAD subsystem software from its current legacy hardware platform, which is over thirty years old, onto the new, supported HPE Integrity NonStop platform.

The current CAD subsystem has been in use since 1989, when it was custom designed for the Department by ElectroCom Automation Incorporated (ElectroCom). ElectroCom then subcontracted both the software and hardware configuration architecture to Tandem Incorporated (Tandem), who subsequently subcontracted the CAD software to Planning Research Corporation (PRC). PRC’s assets were later acquired by other companies. Tandem was ultimately purchased by Hewlett-Packard (HP). In November 2015, HP formally split into HP Inc. and HPE. HPE formally notified the Department in late 2014 of its intention to cease its support of the legacy OS. HPE support for the legacy OS formally ended in April 2016.

The legacy hardware is being maintained by Legacy Computer Service (LCS) under a Board-approved contract.

Both Mr. Fogel and Mr. Wood were part of the original CAD subsystem software development team provided by PRC. Mr. Wood was the principal designer of the original CAD subsystem, and served as the project manager for the final 12 months of the original CAD development project. After leaving PRC, Mr. Wood continued to work in the private sector as a consultant specializing in CAD systems.

Mr. Fogel provided maintenance support for the Department’s CAD subsystem from 1991 through 1998 under an annual blanket purchase order with the County. Since October 1998, Mr. Fogel has been maintaining the Department’s CAD subsystem under a Board-approved contract. Mr. Fogel’s services have been a key factor in enabling the
Department to continuously operate the CAD subsystem since it was first put into production over 30 years ago.

HPE is the only vendor able to supply and provide support for the NonStop computer equipment and associated OS, which is the only product line that can be used to run the Department’s existing CAD subsystem. HPE does not certify, authorize, or otherwise endorse any third party to provide maintenance and technical support for its proprietary NonStop OS.

Both Mr. Fogel and Mr. Wood are the only known sources possessing the background, knowledge, experience, and technical capabilities to work on the CAD application.

The unsupported legacy OS running on an obsolete legacy hardware platform present increasing challenges to the Department’s ability to maintain an operational CAD subsystem. Consequently, the CAD software must be migrated to a supported OS on a contemporary hardware platform as soon as possible.

It is in the best interest of the County to utilize the services of Mr. Fogel and Mr. Wood, supported by HPE’s professional services, for the CAD migration effort to ensure calls-for-service made to the Department continue to be dispatched without interruption.

**Future Strategy**

As represented in the Department’s May 11, 2017, letter to the Board, the Sole Source contracts proposed herein provide an interim solution for utilizing the legacy CAD subsystem, and are intended to provide the Department with time to develop a long-term CAD solution and replacement. To this end, the Department is presently engaging a consultant to review the relevant business and technical requirements, and assist the Department in formulating a strategic plan for CAD.

**PROJECT PHASES**

The Department’s approach and direction consists of the following phases:

1. **Phase I:** Mr. Fogel and Mr. Wood (contractors), with assistance from HPE professional consultants, will migrate the legacy CAD subsystem from the legacy hardware platform to the new hardware platform. The contractors will then modify, test, and debug the CAD subsystem on the new platform. At the end of Phase I, the CAD subsystem will operate on the production HP Integrity NonStop platform in emulation mode.
2. Phase II: After the Department’s acceptance of Phase I work, the contractors will upgrade the CAD subsystem software on the new HPE Integrity NonStop server at the Sheriff’s Communications Center where it will operate in native mode, thus allowing the CAD to take full advantage of the processing power of the new hardware and OS.

3. Upon completion of the migration and upgrade, Mr. Fogel’s contract will remain in place to provide ongoing maintenance until a replacement CAD solution is implemented.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions are consistent with the principles of the County’s Strategic Goal 3.2, Information Resource Management (IRM) system/application/infrastructure upgrade and maintenance, by achieving efficiencies that transform service delivered by replacing mission critical legacy systems.

FISCAL IMPACT/FINANCING

The estimated costs for the proposed Sole Source acquisitions are as follows:

- Agreement with HPE – 3 years, $900,000
- Agreement with Mr. Fogel – 6 years, $1,400,000
- Agreement with Mr. Wood – 3 years, $900,000

Funding for all three (3) Agreements will be allocated from the Department’s operating budget. The Department has identified funding in the Fiscal Year 2019-20 operating budget. The Department will continue to allocate the funds required to continue these Services throughout the duration of the respective Agreements.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Chief Information Office (CIO) and County Counsel have both reviewed and concurred with this Sole Source approach.

County Counsel has reviewed and approved all three proposed Agreements as to form.

The CIO has reviewed all three proposed Sole Source Agreements and Board letter and recommends approval of these actions.

CONTRACTING PROCESS

On May 11, 2017, in accordance with Board Policy 5.100, the Department provided your Board with advance notification of intent to enter into Sole Source negotiations for two
Contracts, with HPE and Mr. Wood respectively, as well as an Amendment to Mr. Fogel's existing maintenance contract for the legacy CAD subsystem, without engaging in a competitive solicitation process.

On June 21, 2017, the Department provided your Board a supplemental notice to the May 11, 2017 advance notification, advising of the Department's intent to ask the Internal Services Department to acquire the HPE Integrity NonStop hardware necessary for the CAD migration project as a commodity procurement.

County Counsel advised the Department to consider developing a new Sole Source Agreement with Mr. Fogel because the scope of work contemplated for the proposed migration effort differed substantially from the original maintenance contract. Accordingly, Mr. Fogel's existing maintenance contract will be allowed to expire on September 30, 2019.

The three proposed agreements include all mandated provisions prescribed by the Board. As a number of the County's standard contract provisions assume the contractors to be registered business entities such as corporations, limited liability partnerships, and 501c(3)s, the terms and conditions of both Mr. Fogel's and Mr. Wood's contracts have been adjusted to reflect that each is contracting with the County as a sole proprietor. None of the modifications materially disadvantage the County.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the proposed Sole Source Agreements will allow the Department to continue its efforts to replace its outdated legacy systems with current technologies that are fully supported by the manufacturer.

**CONCLUSION**

Upon approval by the Board, please return two (2) adopted copies of this Board letter and two original copies of the executed Agreement(s) to the Sheriff’s Department’s Contracts Unit.
Should you have any questions, please contact Assistant Director Dave Culver, Fiscal Administration Bureau, at (213) 229-3260.

Sincerely,  

Reviewed by:

ALEX VILLANUEVA, SHERIFF  WILLIAM KEHOE  
CHIEF INFORMATION OFFICER

TIMOTHY K. MURAKAMI  
UNDERSHERIFF  
AV:WK:wk  
(Fiscal Administration Bureau-Contracts Unit)

c:  
Board of Supervisors, Justice Deputies  
Celia Zavala, Acting Executive Officer, Board of Supervisors  
Sachi A. Hamai, Chief Executive Officer  
Sheila Williams, Senior Manager, Chief Executive Office (CEO)  
Rene Phillips, Manager, CEO  
Jocelyn Ventilacion, Lead Analyst, CEO  
Anna Petrosyan, Analyst Assistant, CEO  
Mary C. Wickham, County Counsel  
Cammy DuPont, Principal Deputy County Counsel  
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit  
William Kehoe, Chief Information Officer, CEO  
Peter Loo, Assistant Chief Information Officer, CEO  
Timothy K. Murakami, Undersheriff  
Lawrence E. Del Mese, Chief of Staff  
Mark A. Glatt, Chief, Technology and Support Division (TSD)  
Conrad Meredith, Division Director, Administrative Services Division (ASD)  
Bill Song, Commander, TSD  
Glen Joe, Assistant Division Director, ASD  
Judy A. Anderson, Captain, Communications and Fleet Management Bureau (CFMB)  
Rick Cavataio, Director, Fiscal Administration Bureau (FAB)  
Marshall R. Yelverton, Lieutenant, CFMB  
David E. Culver, Assistant Director, FAB  
Vanessa C. Chow, Sergeant, ASD  
Peggy T. Sun, Information Technology Specialist II, Data Systems Bureau  
Angelo Faiella, Manager, FAB, Contracts Unit (CU)  
Adam R. Wright, Deputy, ASD  
Alejandra Madera, Senior Contracts Analyst, FAB, CU  
Wilson Kurniawidjaja, Contract Analyst, FAB, CU
### SOLE SOURCE CHECKLIST

<table>
<thead>
<tr>
<th>Check (✓)</th>
<th>Justification for Sole Source Contracts</th>
</tr>
</thead>
<tbody>
<tr>
<td>✓</td>
<td>Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. Monopoly is an “Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</td>
</tr>
<tr>
<td>✓</td>
<td>Compliance with applicable statutory and/or regulatory provisions.</td>
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<tr>
<td></td>
<td>Compliance with State and/or federal programmatic requirements.</td>
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<tr>
<td></td>
<td>Services provided by other public or County-related entities.</td>
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<td></td>
<td>Services are needed to address an emergent or related time-sensitive need.</td>
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<tr>
<td></td>
<td>The service provider(s) is required under the provisions of a grant or regulatory requirement.</td>
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<tr>
<td></td>
<td>Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.</td>
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<td>Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.</td>
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<td>It is more cost-effective to obtain services by exercising an option under an existing contract.</td>
</tr>
<tr>
<td>✓</td>
<td>It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.</td>
</tr>
</tbody>
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_________________________  ______________________
Chief Executive Office               Date

Services Contracting Manual
SOLE SOURCE QUESTIONNAIRE

It is the policy of the County, to solicit the maximum number of bids/proposals for a commodity or service from the largest relevant market and to select vendors on a competitive basis.

There are certain acquisitions which when in the best interest of the County, can only be obtained from a sole source. Sole source acquisitions must be justified in sufficient detail to explain the basis for suspending the usual competitive procurement process.


DOCUMENTATION FOR SOLE SOURCE JUSTIFICATION FOR

________________________________________________________________________
________________________________________________________________________

MUST INCLUDE RESPONSES TO THE FOLLOWING QUESTIONS:

Justification – Commodity/Services

1. What is being requested?

   CAD sub-system software migration consulting services.

2. Why is the product needed? – How will it be used?

   The Department’s required time frame for project completion is critical and cannot be exceeded without extreme hardship. The consulting services performed by Mr. Norman Fogel for the Mobile Digital Communications System are required to migrate the existing Department’s ‘mission critical’ Computer-Aided Dispatch (CAD) sub-system supporting 9-1-1 and dispatching of citizen’s calls for service to deputies in patrol cars from its current legacy hardware platform to a supported hardware platform.

3. Is this brand of product the only one that meets the user’s requirements? If yes, what is unique about the product?

   Yes. These are services. Mr. Fogel is one of the few surviving members of the engineering team that designed and implemented the CAD subsystem in 1989. Since 1989, when MDCS was implemented, Mr. Fogel has continued to provide maintenance and support of the CAD software, on a part-time basis, first as a Planning Research Corporation (PRC) employee, then as an independent contractor. No other know members of the original engineering team were available to supplement Mr. Fogel’s services until 2018, at which time Mr. Wood retired from his most recent position with Northup Grumman. Mr. Fogel’s services may now be supplemented by the effort of Mr. Wood.
4. **Have other products/vendors been considered? If yes, which products/vendors have been considered and how did they fail to meet the user’s requirements?**

Aside from Mr. Wood (mentioned above), no other vendor offers a service or employs personnel meeting the minimum requirements. The continued operation of the communication system, including interface and processing requirements, is vital to the Department’s field operations. The continued retention of Norman Fogel as a sole source vendor for porting the CAD sub-system of the MDCS is vital to Department operations.

5. **Will purchase of this product avoid other costs, e.g. data conversion, training, purchase of additional hardware, etc.?**

Yes, the CAD migration services performed by Mr. Fogel will avoid the additional training and recruiting costs in finding qualified personnel.

6. **Is the product proprietary or is it available from various dealers? Have you verified this?**

The service is proprietary.

7. **Reasonableness of Price. Does the County obtain a special or pricing not available to the private sector? How does County pricing compare with other governmental entities?**

This service is not available to the private sector.

8. **If this purchase is an upgrade of existing equipment, what is the dollar value of existing equipment and the purchase order number for the existing equipment?**

Not applicable.

**Justification – Consulting Services**

Justifying sole source for consulting services is more complicated than for commodities. Each transaction is unique, there is no simple formula to follow, and there are subjective factors to be considered. The following reasons have been used previously to justify sole source successfully:

1. No other vendor offers a service or employs personnel meeting the minimum requirements.
2. The client department’s required time frame for project completion is critical and cannot be exceeded without extreme hardship.

3. The cost to continue with the same consultant is less than the cost for any other consultant due to the time necessary to get up to speed (learning curve) with the project.

4. A unique and proprietary solution has been offered which is determined to be in the best interest of the County.
# CIO Analysis

**SUBJECT:**  
Board Authorization to approve three (3) Sole Source Agreements with (1) Hewlett Packard Enterprise (HPE), (2) Normal L. Fogel, and (3) Robert W. Wood for CAD System Upgrade

**CONTRACT TYPE:**  
- ☒ Sole Source  
- ☐ New Contract  
- ☐ Amendment to Contract #:

**SUMMARY:**  
**Description:** The Los Angeles County Sheriff’s Department (LASD) is currently using a CAD (“Computer Aided Dispatch”) system built on technology that is outdated and no longer supported. The system is increasingly challenging to maintain, update, and modify to ensure compliance with the changing reporting requirements, whether Department policy or state and federal laws. As per Board Letter dated January 30, 2018 and July 10, 2018, LASD has onboarded Deltawrx through RFP process for defining the future roadmap of this system. The business process review project is in progress and expected to complete by the end of this year. As the current platform is not sustainable, the Dept is proceeding with upgrading the current CAD system to a new hardware platform as an interim solution as communicated in the Advance Notification on May 11, 2017. There are 3 separate contracts with Hewlett Packard Enterprise (HPE), Mr. Norman L. Fogel (Mr. Fogel), and Robert W. Wood (Mr. Wood) to set up hardware platforms in both test and production environments, and to migrate the Department’s CAD software onto a new and fully supported HPE Integrity NonStop hardware platform. The contract for HPE and Mr. Wood is for the term of one year, with two optional one-year extensions. The contract for Mr. Fogel is for the term of one year, with five optional one-year extensions, for a total Agreement term not to exceed six years.

**Contract Amount:** The estimated costs for the proposed Sole Source acquisitions is $3,200,000 with breakup as follows:

- Agreement with HPE – 3 years, $900,000
- Agreement with Mr. Fogel – 6 years, $1,400,000 ($900,000 for first 3 years and $500,000 for remaining 3 maintainence years)
- Agreement with Mr. Wood – 3 years, $900,000

**FINANCIAL ANALYSIS:**

**Contract costs:**

- One-time costs
  - Hardware/Software ............................................ $0 (purchased through other contract)
  - Services .............................................................. $2,700,000
Ongoing annual costs:
 Maintenance & support ..................................... $ 500,000 (for 3 years)

**Sub-total Contract Costs:** ....................................... $ 3,200,000

**Total one-time costs:** ........................................... $ 2,700,000
 **Total ongoing annual costs:** ................................... $ 500,000 (for 3 years)

**Risks:**

1. There are 3 Time & Material SOWs with 3 parties including HPE, Mr. Fogel and Mr. Woods. The County Project Manager (PM) will be responsible for overall project management and integration among different parties. The project needs to be tightly controlled to ensure that contractor time is leveraged effectively. The County PM must track the burn rate with work progress closely. The Dept. may be involved in Deltawrx project too, so Dept key stakeholder’s availability needs to be factored into the plan.

2. The roles and responsibilities of each party are not clearly defined. Also, there is an overlap of activities among 3 SOWs. The County PM must prepare a detailed project plan at the start of the project, clearly defining the activities and primary/secondary owners.

3. The hardware for the Production environment is yet to be purchased. The project must start asap and any dependency must be timely addressed to minimize the risk of the platform failure. The Dept must prioritize the resources required for the project without further delay.

4. CAD is one component of the overall system, so there would be a need of overall testing strategy, test plan and robust integration testing. The testing resources and effort need to be planned which may be outside this SOW. The Project Plan must factor in all efforts from all stakeholders other than 3 parties in these SOWs.

5. The scope of Phase II in the SOW is not clearly defined. It may lead to cost and time overrun in the project later, if not addressed during the project planning phase itself.

**Recommendations:**

1. **Project Governance:** The strong project governance and project steering committee is required and involves key representatives from all identified areas. There are 3 different T&M contracts involved in the project, requiring strong project governance to ensure adherence to scope, schedule and budget.
2. **Dedicated Project Manager:** Considering multiple stakeholders, large scope and criticality of the program, a dedicated Department Project Manager must be assigned who will be responsible for managing and coordinating project resources, tasks, budget, and vendor management.

3. **Knowledge Transfer:** There is no task for documentation and knowledge transfer, so the risk of dependency on the Consultant will remain in the Dept. The Dept may consider assigning an additional Analyst to the Project Team who can be involved in the setup activities and can document the process accordingly.

4. **Need for comprehensive test plan:** As it is complex integrated system, there must be robust testing strategy and testing plan needed for this project.

---

**PREPARED BY:**

Jagjit Dhaliwal

______________________________________    _________________

(NAME) DEPUTY CHIEF INFORMATION OFFICER    DATE

**APPROVED:**

______________________________________________   _________________

WILLIAM S. KEHOE, COUNTY CHIEF INFORMATION OFFICER     DATE
CONTRACT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
HEWLETT PACKARD ENTERPRISE (HPE)
FOR
COMPUTER AIDED DISPATCH SYSTEM (CAD) CONSULTING
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CONTRACT
BETWEEN
COUNTY OF LOS ANGELES
AND
HEWLETT PACKARD ENTERPRISE
FOR
COMPUTER AIDED DISPATCH SYSTEM (CAD) HARDWARE UPGRADE

This Contract, including all Exhibits and Attachments, is made and entered into this _____ day of
________________, 2018 by and between the County of Los Angeles (hereinafter “County”) on behalf of its
Sheriff’s Department (hereinafter “Department”) and HEWLETT PACKARD ENTERPRISE
(hereinafter “Contractor”), located at 3000 Hanover Street, Palo Alto, CA 94304.

RECITALS

WHEREAS, County may contract with private businesses for hardware upgrade services (hereinafter
“Services”) relating to a Computer Aided Dispatch System (“CAD”) when certain requirements are met; and

WHEREAS, Contractor possesses the necessary skills, qualifications, competence, license and expertise
and, therefore, is qualified to perform such Services; and

WHEREAS, County does not have the requisite technical staff with the specific skills and expertise
necessary to perform the Services; and

WHEREAS, County is authorized by the California Government Code, Section 31000 to contract for
special services, including the Services described herein; and

WHEREAS, the Department has recommended to County’s Board of Supervisors the selected
Contractor that is prepared and desires to provide to County the Services as described herein; and

NOW THEREFORE, in consideration of the mutual covenants contained herein and for good and
valuable consideration, the parties agree as follows:

1. INTERPRETATION

1.1 APPLICABLE DOCUMENTS

The body of this document (hereinafter “Base Contract”), including without limitation the
Recitals hereto along with Exhibits A, B, C, D, E, F, G, H and I are all incorporated herein by
reference and collectively form, and throughout and hereinafter are referred to as the “Contract”.
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, deliverable, goods, service or
other work, or otherwise between this Base Contract and the Exhibits and Attachments thereto,
or between Exhibits and Attachments, such conflict or inconsistency shall be resolved by giving
precedence first to this Base Contract and then to the Exhibits and Attachments according to the
following descending priority.
EXHIBIT A Statement of Work
Attachment A.1 – Contractor-Provided Training
Attachment A.2 – Contract Discrepancy Report

EXHIBIT B Pricing Sheet
EXHIBIT C County’s Project Control Document
EXHIBIT D Contractor’s EEO Certification
EXHIBIT E County’s Administration
EXHIBIT F Contractor’s Administration
EXHIBIT G Acknowledgment, Confidentiality and Proprietary Rights Agreement
EXHIBIT H Jury Service Ordinance
EXHIBIT I Safely Surrendered Baby Law

1.2 **ENTIRE CONTRACT**

This Contract, including all Exhibits and Attachments hereto, constitutes the complete and exclusive statement of understanding between the parties and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of the Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8 (Change Notices and Amendments) and signed by both parties.

2. **DEFINITIONS**

The paragraph headings contained herein are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used.

2.1 **BASE CONTRACT**

As used herein, the term “Base Contract” shall have the meaning specified in the Recitals above.

2.2 **BUSINESS DAY**

As used herein, the term “Business Day” shall mean Monday through Friday, excluding County observed holidays.

2.3 **BOARD OF SUPERVISORS; BOARD**

As used herein, the terms “Board of Supervisors” and “Board” shall mean County’s Board of Supervisors.

2.4 **CONFIDENTIAL INFORMATION**

As used herein, the term “Confidential Information” shall have the meaning specified in Paragraph 41.1 (Confidentiality).
2.5 CONFIDENTIALITY AGREEMENT
As used herein, the term “Confidentiality Agreement” shall mean and refer to the terms and conditions of Exhibit G (Acknowledgment, Confidentiality and Proprietary Rights Agreement).

2.6 CONTRACT
As used herein, the term “Contract” shall mean the agreement executed between County and Contractor consisting of the terms and conditions for the provision of the tasks, subtask, deliverables, goods, services and other work set forth herein, including Exhibit A (Statement of Work), as further defined in Paragraph 1.1 (Applicable Documents).

2.7 CONTRACT SUM
As used herein, the term “Contract Sum” shall have the meaning specified in Paragraph 5.1 under Paragraph 5 (Contract Sum).

2.8 CONTRACTOR
As used herein, the term “Contractor” shall mean the limited liability company, sole proprietor, partnership or corporation that has entered into a Contract with County to perform the Services hereunder.

2.9 CONTRACTOR’S ADMINISTRATION
As used herein, the term “Contractor’s Administration” shall have the meaning specified in Paragraph 7.1 (Contractor’s Administration).

2.10 CONTRACTOR’S PROJECT MANAGER
As used herein, the term “Contractor’s Project Manager” shall have the meaning specified in Paragraph 7.2 (Contractor’s Project Manager).

2.11 COUNTY
As used herein, the term “County” shall mean the County of Los Angeles, California.

2.12 COUNTY’S ADMINISTRATION
As used herein, the term “County’s Administration” shall have the meaning specified in Paragraph 6.1 (County’s Administration).

2.13 COUNTY MATERIALS
As used herein, the term “County Materials” shall have the meaning specified in Paragraph 59 (Proprietary Rights).

2.14 COUNTY’S PROJECT DIRECTOR
As used herein, the term “County’s Project Director” shall have the meaning specified in Paragraph 6.2 (County’s Project Director).

2.15 COUNTY’S PROJECT MANAGER
As used herein, the term “County’s Project Manager” shall have the meaning specified in Paragraph 6.3 (County’s Project Manager).

2.16 DAY(S)
As used herein, the term “Day(s)”, whether singular or plural, shall mean calendar day(s), unless otherwise specified.
2.17 **Deficiency; Deficiencies**
As used herein, the term “Deficiency(ies)”, whether singular or plural, shall mean and include, as applicable; any failure to meet or comply with, or deviation from the requirements of this Contract, including the Statement of Work and/or any executed Change Notice or Amendment hereunder, mutually agreed upon standards, industry standards or any other representations or warranties by Contractor under this Contract regarding the hardware upgrade Services relating to the CAD hardware, any executed Change Notice or Amendment or any other Services or work provided by Contractor hereunder.

2.18 **Department**
As used herein, the term “Department” shall mean County’s Sheriff’s Department.

2.19 **Disabling Device**
As used herein, the term “Disabling Device” shall have the meaning specified in Paragraph 65.2 (Disabling Device).

2.20 **Effective Date**
As used herein, the term “Effective Date” shall mean the date of execution of this Contract by County and Contractor.

2.21 **Extended Term**
As used herein, the term “Extended Term” shall have the meaning specified in Paragraph 4 (Term of Contract).

2.22 **Fiscal Year**
As used herein, the term “Fiscal Year” shall mean the twelve-month period beginning July 1st and ending the following June 30th.

2.23 **Hourly Rate**
As used herein, the term “Hourly Rate” shall mean the fully burdened hourly rate specified in Exhibit B (Pricing Sheet) for all Services that Contractor may provide under this Contract upon County’s request.

2.24 **Pricing Sheet**
As used herein, the term “Pricing Sheet” shall mean the pricing terms relating to this Contract as specified in Exhibit B (Pricing Sheet).

2.25 **Project Control Document; PCD**
As used herein, the terms “Project Control Document” and “PCD” shall mean the document(s) used for project planning and management of all Work listed in Exhibit A (Statement of Work), as specified in Exhibit C (County’s Project Control Document).

2.26 **Services**
As used herein, the term “Services” shall mean the consulting services relating to the CAD to be provided by Contractor during the term of, and pursuant to, this Contract, including as described in Exhibit A (Statement of Work).
2.27 **SHERIFF**

As used herein, the term “Sheriff” shall mean the elected official who is the Sheriff of the County of Los Angeles.

2.28 **STATE**

As used herein, the term “State” shall mean the State of California, USA.

2.29 **STATEMENT OF WORK; SCOPE OF WORK; SOW**

As used herein, the terms “Statement of Work”, “SOW” and “Scope of Work” shall mean and refer to the tasks, subtasks, deliverables, goods, services and other work set forth in Exhibit A (Statement of Work), including all Attachments thereto, or any applicable executed Change Notice or Amendment, or provided by Contractor to County under the terms of the Contract.

2.30 **SUBTASK(S)**

As used herein, the terms “Subtask(s)” and “subtask(s)”, whether singular or plural, shall mean any of the areas of Services to be performed by Contractor under this Contract, including those set forth in Exhibit A (Statement of Work) and any applicable executed Change Notice or Amendment.

2.31 **TASK(S)**

As used herein, the terms “Task(s)” and “task(s)”, whether singular or plural, shall mean any of the areas of Services to be performed by Contractor under this Contract, including those set forth in Exhibit A (Statement of Work) and any applicable executed Change Notice or Amendment.

3. **WORK / APPROVAL OF WORK**

3.1 Pursuant to the provisions of this Contract, upon County’s notice to proceed, Contractor shall fully perform, complete and deliver on time and in accordance with the terms of the Contract, all tasks, subtasks, deliverables, goods, services and other work as set forth herein, including Exhibit A (Statement of Work), any applicable executed Change Notice or Amendment and any Services duly authorized by County's Project Director or authorized designee(s) to be performed by Contractor on a time-and-material basis.

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

3.3 All Services provided by Contractor under this Contract must have the written approval of County’s Project Director, County’s Project Manager or their respective authorized designee(s). In no event shall County be liable or responsible for any payment prior to such written approval.

3.4 Notwithstanding the foregoing, the timelines for County’s approval of Contractor’s Services and Contractor’s curing of the problems shall not revise the dates for completion of Services as described in the PCD.

4. **TERM OF CONTRACT**

4.1 The term of this Contract shall commence upon the Effective Date and shall continue for one year thereafter, unless sooner terminated or extended, in whole or in part, as provided in this Contract (hereinafter “Initial Term”).
4.2 At the end of the Initial Term, County may, at its sole option, extend this Contract for up to two additional one-year terms (hereinafter “Extended Term”) one year at a time; provided, however, that if County elects not to exercise its option to extend at the end of the Initial Term or the Extended Term, as applicable, the remaining option(s) shall lapse. County shall be deemed to have exercised its extension options automatically, without further act, unless, no later than thirty calendar days prior to the expiration of the Initial Term or the Extended Term, as applicable, the Sheriff or designee notifies Contractor in writing that County elects not to extend the Contract pursuant to this Paragraph 4.1.

4.3 Contractor shall notify County when this Contract is within six months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to County’s Project Director, with a copy to County’s Project Manager, at the address set forth in Exhibit E (County’s Administration).

4.4 County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise a Contract term extension option.

5. **CONTRACT SUM**

5.1 The Contract Sum under this Contract shall be the maximum total monetary amount payable by County to Contractor for supplying all tasks, subtasks, services and other work provided by Contractor during the term of the Contract and shall not exceed Nine Hundred Thousand Dollars ($900,000), as further detailed in Exhibit B (Pricing Sheet). There is no guarantee that the entire Contract Sum amount shall be paid to Contractor under this Contract.

5.2 All work contemplated herein shall be provided to County on a time-and-materials basis at the fully burdened hourly rate specified in Exhibit B (Pricing Sheet). Contractor shall invoice County in accordance to Paragraph 5.7 (Invoices and Payments).

5.3 **COST OF LIVING ADJUSTMENTS (COLA)**

If requested by the Contractor, the contract hourly rate may, at the sole discretion of the County, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics’ Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the twelve-month period preceding the contract anniversary date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior twelve-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Before any COLA increase shall take effect and become part of this Contract, it shall first require a written Amendment to this Contract that has been formally approved and executed by the parties.

5.4 Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of Contractor’s duties, responsibilities, or 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, shall occur only with County’s express prior written consent witnessed by a written Amendment to the Contract, which is formally approved and executed by the parties.
5.5 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent of the Contract Sum. Upon occurrence of this event, Contractor shall send written notification to County’s Project Director, with a copy to County’s Project Manager, at the address set forth in Exhibit E (County’s Administration).

5.6 **NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/ TERMINATION OF CONTRACT**

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. 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/termination of this Contract 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 Contract.

5.7 **INVOICES AND PAYMENTS**

5.7.1 Contractor shall invoice County only for providing the, services and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder, including any applicable executed Change Notice or Amendment. Contractor shall prepare invoices, which shall include the charges owed to Contractor by County under the terms of this Contract. Contractor’s Hourly Rate is provided in Exhibit B (Pricing Sheet). Unless otherwise agreed to in an executed Change Notice or Amendment, Contractor shall be paid in arrears only for the services and other work approved and accepted in writing by County. If County does not approve and accept any work in writing, no payment shall be due to Contractor for that work.

5.7.2 Contractor’s invoices shall be priced in accordance with Exhibit B (Pricing Sheet) and shall contain the information set forth in Exhibit A (Statement of Work) or any applicable executed Change Notice or Amendment describing the services, and/or other work for which payment is claimed. Contractor’s Hourly Rate shall not increase beyond those specified in Exhibit B (Pricing Sheet) during the term of the Contract excepting for those County-authorized increases to the Hourly Rate pursuant to Paragraph 5.3 above.

5.7.3 Contractor shall submit all invoices to County’s Project Director, with a copy to the County’s Division Budget Representative for the Department’s Technology and Support Division, within thirty calendar days following County’s approval and acceptance of the Services invoiced at the addresses set forth in Exhibit E (County’s Administration). The invoices shall be in a form approved by County’s Project Director and shall meet the following requirements:

(a) Invoices must contain the Contract Number.

(b) Invoices must contain the Contractor’s Name, address and phone number.

(c) Invoices must include the number(s) and description of the Task(s) being invoiced.

(d) Invoices must identify each Contractor employee providing services together with the weekly total hours expended for each Task for the monthly period being invoiced.

(e) Invoices must be submitted to County’s Project Director, with a copy to the Division Budget Representative for the Department’s Technology and Support Division.
(f) Upon approval by County’s Project Director, payments will be processed by County in a timely manner.

5.7.4 Payments for the Services provided under this Contract will be processed monthly in arrears within thirty days following receipt by all necessary County personnel identified above of a properly submitted undisputed invoice, provided that Contractor is not in default under any provision of the Contract and has submitted a complete and accurate invoice due, along with supporting documentation.

Payment may be subject to deduction for failure to meet performance standards as defined in the Contract, the Statement of Work and/or any applicable executed Change Notice or Amendment.

5.7.5 County may delay the last payment due until one month after the termination of the Contract. Contractor shall be liable for payment on thirty days written notice of any offset authorized by the Contract not deducted from any payment made by County to Contractor.

5.7.6 COUNTY APPROVAL OF INVOICES

All invoices submitted by Contractor for payment must have the written approval of County’s Project Director, or designee, prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

6. ADMINISTRATION OF CONTRACT – COUNTY

6.1 COUNTY’S ADMINISTRATION

A listing of all County personnel responsible for the administration of this Contract on behalf of County (hereinafter “County’s Administration”), is set forth in Exhibit E (County’s Administration). No member of County’s Administration is authorized to make any changes in any of the terms and conditions of this Contract unless specifically authorized under Paragraph 8 (Change Notices and Amendments). Unless otherwise specified, reference to each of the persons identified in Exhibit E (County’s Administration) shall also include his/her authorized designee. County shall notify Contractor in writing of any change in the names or addresses shown.

6.2 COUNTY’S PROJECT DIRECTOR

County’s Project Director will be responsible for ensuring that the objectives of this Contract are met. County’s Project Director will have the right at all times to inspect any and all tasks, subtasks, deliverables, goods and other Services provided by or on behalf of Contractor. All work performed under this Contract shall be subject to the approval of County’s Project Director or designee.

6.3 COUNTY’S PROJECT MANAGER

County’s Project Manager will be responsible for ensuring that the technical, business and operation standards and requirements of this Contract are met and overseeing the day-to-day administration of this Contract. County’s Project Manager shall have full authority to supervise Contractor’s performance in the daily operation of this Contract and shall also provide direction to Contractor in areas relating to policy, procedures and other matters within the purview of this Contract. County’s Project Manager will on a regular basis interface with Contractor’s Project Manager. County’s Project Manager will report to County’s Project Director regarding Contractor’s performance with respect to the technical, business and operational standards and requirements of this Contract.
7. **ADMINISTRATION OF CONTRACT - CONTRACTOR**

7.1 **CONTRACTOR’S ADMINISTRATION**

A listing of all Contractor personnel responsible for the administration of this Contract on behalf of Contractor (hereinafter “Contractor’s Administration”) is set forth in Exhibit F (Contractor’s Administration). No member of Contractor's Administration is authorized to make any changes in any of the terms and conditions of this Contract unless specifically authorized under Paragraph 8 (Change Notices and Amendments). Contractor shall notify County in writing of any change in the names or addresses shown. All staff employed by and/or on behalf of Contractor shall be adults who are fully fluent in both spoken and written English.

7.2 **CONTRACTOR’S PROJECT MANAGER**

7.2.1 Contractor’s Project Manager shall be a full-time employee of Contractor who shall be responsible for Contractor’s performance of all Services under this Contract and ensuring Contractor’s compliance with this Contract.

7.2.2 Contractor’s Project Manager shall interface with County’s Project Manager and County’s Project Director on a regular basis and shall be available during business hours acceptable to County for telephone contact and/or meetings as required by County and shall report to County in the manner set forth in this Contract, including Exhibit A (Statement of Work) and any executed Change Notices or Amendments.

7.3 **APPROVAL OF CONTRACTOR’S STAFF**

7.3.1 Contractor shall provide qualified personnel to provide Services and other work under the Contract, including any and all Consultants. County has the absolute right to approve or disapprove any member of Contractor’s Administration or any Consultants providing Services under the Contact and any proposed changes in Contractor’s Administration staff or Consultants, including but not limited to Contractor’s Project Manager or Contractor’s Lead Consultant.

7.3.2 Contractor shall remove and replace any employee working on this Contract when requested to do so by County. Request will be submitted to Contractor by County in writing stating the reasons for the removal, provided that such reasons are based on reported instances of malfeasance, impropriety or violation of Contractor or County rules by the employee.

7.3.3 For any change affecting Contractor’s Administration or Contractor’s project personnel, Contractor shall submit to County Project Director, with a copy to County’s Project Manager, written notification and request to effect the requested change. County’s Project Director or designee may accept or reject such notification and request. To implement such change a Change Notice to the Contract shall be prepared and executed by Contractor’s authorized representative(s) and the County Project Director.

7.4 **BACKGROUND AND SECURITY INVESTIGATIONS**

7.4.1 Each of Contractor’s staff performing services under this Contract who is in a designated sensitive position, as determined by County in its sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform Services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local and federal-level review, which may include, but shall not be limited to, criminal conviction information. Each background investigation will be conducted by the County.
Contractor and all consultants providing Services under the Contract shall comply with all applicable privacy and security protocols of County facilities where such Services may be performed.

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

7.4.3 County may immediately, at its sole discretion, deny or terminate facility access to any of Contractor’s staff that does not pass such investigation(s) or whose background or conduct is incompatible with County facility access, to the satisfaction of County.

7.4.4 Disqualification, if any, of Contractor’s staff pursuant to this Paragraph 7.4 shall not relieve Contractor of its obligation to complete all Services and other work in accordance with the terms and conditions of this Contract.

7.5 CONTRACTOR’S STAFF IDENTIFICATION

Contractor shall, at its sole expense, furnish and require every on-duty employee providing services under this Contract at a County facility to wear a visible photo identification badge identifying employee by name, physical description and company. Such badge shall display on employee’s person at all times he/she is on County designated property.

8. CHANGE NOTICES AND AMENDMENTS

8.1 No representative of either County or Contractor, including those named in this Contract, is authorized to make any changes in any of the terms, obligations or conditions of this Contract, except through the procedures set forth in this Paragraph 8. County reserves the right to change any portion of the work required under this Contract or to amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished only as provided in this Paragraph 8.

8.2 For any change which does not materially affect the scope of work, Contract Sum or any other term or condition included under this Contract, a Change Notice may be prepared in writing and signed by County’s Project Director, or designee, and Contractor’s Project Manager.

8.3 Except as otherwise provided in this Contract, for any change which materially affects the scope of work, Contract Sum or any term or condition included in this Contract, a negotiated Amendment to this Contract shall be required to be executed in writing by County’s Board of Supervisors and Contractor’s authorized representative(s).

8.4 County’s Board of Supervisors, Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by County’s Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by Contractor's authorized representative(s) and the Sheriff.

8.5 PROJECT CONTROL DOCUMENT

County will develop a Project Control Document (PCD), which includes a Detailed Work Plan (DWP) derived for all Work described in the Statement of Work. The DWP will be reviewed by the parties. The PCD is incorporated into this Agreement as Exhibit C (County’s Project Control Document).
Changes to the PCD shall be made upon mutual agreement, in writing, by County’s Project Director and Contractor’s Project Director by Change Notice or otherwise, provided that County’s Project Director’s and Contractor’s Project Director’s agreement to alter the project schedule PCD shall not prejudice either party’s right to claim that such alterations constitute an Amendment to this Agreement which shall be governed by the terms of Paragraph 8.3 above.

8.6  EXTENSIONS OF TIME

8.6.1 Notwithstanding any other provision of this Paragraph 8, and to the extent that extensions of time for Contractor’s performance do not impact either the scope of Work or cost of this Agreement, County’s Project Director, in his/her sole discretion, may grant Contractor extensions of time, in writing, for the Work listed in Exhibit C (County’s Project Control Document), provided such extensions do not, in the aggregate, exceed a total of ninety calendar days beyond the agreed-to project schedule as documented in Exhibit C (County’s Project Control Document).

8.6.2 In such event, and prior to granting such extension of time, County will initiate a formal Project Review pursuant to Paragraph 4.2.1. of Exhibit A (Statement of Work). In like manner, County will initiate a formal Project Review for each subsequent ninety-day extension thereafter. Each Project Review may result in 1) an assessment of the project’s progress to-date, 2) an assessment of the future success of the project, 3) remedial recommendations for continued Work, or 4) a recommendation for termination of the Agreement.

9.  ASSIGNMENT AND DELEGATION

9.1 Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph 9.1, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County’s sole discretion, against the claims, which Contractor may have against County.

9.2 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 Contract, such disposition is an assignment requiring the prior written consent of County in the form of an Amendment in accordance with applicable provisions of this Contract, including the need for an Amendment formally approved and executed by the parties.

9.3 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 a material breach of the Contract which may result in the termination of this 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.
10. **AUTHORIZATION WARRANTY**

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

11. **BUDGET REDUCTIONS**

In the event that County’s Board of Supervisors adopts, in any Fiscal Year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation under this Contract correspondingly for that Fiscal Year and any subsequent Fiscal Year during the term of this Contract (including any extensions), and the Services and other work to be provided by Contractor under this Contract shall also be reduced correspondingly. County’s notice to Contractor regarding said reduction in payment obligation shall be provided within thirty calendar days of the Board’s approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the Services and other work set forth in this Contract.

12. **COMPLIANCE WITH APPLICABLE LAW**

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

12.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, agents and volunteers, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor’s indemnification obligations under this Paragraph 12 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County’s prior written approval.

13. **COMPLIANCE WITH CIVIL RIGHTS LAWS**

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

14.1 **JURY SERVICE PROGRAM**

This Contract is subject to the provisions of the County’s ordinance entitled Contractor Employee Jury Service (“Jury Service Program”) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit H (Jury Service Ordinance) and incorporated herein by reference.

14.2 **WRITTEN EMPLOYEE JURY SERVICE POLICY**

14.2.1 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 County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the 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 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 Employee’s regular pay the fees received for jury service.

14.2.2 For purposes of this Paragraph 14, “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 the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Contract, the subcontractor shall also be subject to the provisions of this Paragraph 14. The provisions of this Paragraph 14 shall be inserted into any such subcontract agreement, and a copy of the Jury Service Program shall be attached to the agreement.

14.2.3 If Contractor is not required to comply with the Jury Service Program when the Contract 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 Contract 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 Program.

14.2.4 Contractor’s violation of this Paragraph 14 of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.
15. **CONFLICT OF INTEREST**

15.1 No County employee whose position with County enables such employee to influence the award of this Contract or any competing Contract, 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 this Contract. 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.

15.2 Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that 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, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 15 shall be a material breach of this Contract.

16. **CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR ON RE-EMPLOYMENT LIST**

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

17. **CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS**

17.1 Should the Contractor require additional or replacement personnel after the Effective Date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County’s Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor’s minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

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

18. **CONTRACTOR RESPONSIBILITY AND DEBARMENT**

18.1 **Responsible Contractor**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is County’s policy to conduct business only with responsible contractors.
18.2 **CHAPTER 2.202 OF THE COUNTY CODE**

Contractor is hereby notified that, in accordance with Chapter 2.202 of the 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 Contract, 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.

18.3 **NON-RESPONSIBLE CONTRACTOR**

County may debar a Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) 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, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

18.4 **CONTRACTOR HEARING BOARD**

18.4.1 If there is evidence that Contractor may be subject to debarment, 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.

18.4.2 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, 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 County shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

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

18.4.4 If 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. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (i) elimination of the grounds for which the debarment was imposed; (ii) a bona fide change in ownership or management; (iii) material evidence discovered after debarment was imposed; or (iv) any other reason that is in the best interests of County.

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

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

18.5 **Subcontractors of Contractor**

These terms of this Paragraph 18 shall also apply to subcontractors of County contractors.

19. **Contractor’s Acknowledgement of County’s Commitment to the Safely Surrendered Baby Law**

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County’s policy to encourage all County Contractors to voluntarily post County’s “Safely Surrendered Baby Law” poster in a prominent position at Contractor’s place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor’s place of business. Information and posters for printing are available at www.babysafela.org.

20. **Contractor’s Warranty of Adherence to County’s Child Support Compliance Program**

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

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

21. **Contractor’s Warranty of Compliance with County’s Defaulted Property Tax Reduction Program**

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

22. COUNTY’S QUALITY ASSURANCE PLAN

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

23. DAMAGE TO COUNTY FACILITIES, BUILDINGS AND GROUNDS
23.1 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 days after the occurrence.

23.2 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 by applying invoice credits to the County’s current invoice(s).

24. EMPLOYMENT ELIGIBILITY VERIFICATION
24.1 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 this Contract 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 and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

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

25. FACSIMILE REPRESENTATIONS

County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments and Change Notices prepared pursuant to Paragraph 8 (Change Notices and Amendments) and elsewhere in the Contract, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments and Change Notices to
this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of “original” versions of such documents.

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

27. **FORCE MAJEURE**

27.1 Neither party shall be liable for such party’s failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph 27 as “force majeure events”).

27.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph 27, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

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

28. **GOVERNING LAW, JURISDICTION AND VENUE**

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

29. **INDEPENDENT CONTRACTOR STATUS**

29.1 This Contract is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, 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.

29.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. 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.

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

29.4 Contractor shall adhere to the provisions stated in Paragraph 41 (Confidentiality and Security).

30. INDEMNIFICATION

30.1 General Indemnification

Contractor shall indemnify, defend or settle, and hold harmless County, its Special Districts, elected and appointed officers, employees, agents and volunteers from and against any and all third party liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to Contractor’s negligent acts and/or omissions in Contractor’s performance under this Contract, except for such loss or damage arising from the negligence or willful misconduct of the County indemnitees.

Any legal defense pursuant to Contractor’s indemnification obligations under this Paragraph 30 shall be conducted by Contractor and performed by counsel selected by Contractor. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense.

30.2 Indemnification – Intellectual Property

Contractor shall indemnify, defend, and hold harmless the County its Special Districts, elected and approved officers, employees and agents from and against any and all third-party liability, including but not limited to demands, claims, actions, fees, damages, costs, and expenses (including attorneys and expert witness fees) arising from any alleged or actual infringement of any third party’s patent or copyright, or any alleged or actual unauthorized trade secret disclosure, arising from or related to this Agreement and/or the operation and use of the Application Software (collectively referred to for purposes of this Paragraph 30.2 as “Infringement Claim(s)").

Any legal defense pursuant to Contractor’s indemnification obligations under this Paragraph 30.2 shall be conducted by Contractor and performed by counsel selected by Contractor. County shall provide Contractor with immediate written notification of any such third-party claim, as well as information, reasonable assistance, and authority to defend or settle the claim. Notwithstanding the foregoing, County shall have the right to participate in any such defense at its sole cost and expense.

Contractor will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction, or of any settlement made by Contractor in writing.

Contractor will have no liability hereunder if the claim of infringement or an adverse final judgment rendered by a court of competent jurisdiction results from (i) County’s use of a previous version of the Application Software, and the claim would have been avoided had County used the current version of the Software; (ii) County’s combining the Application
Software with devices or products not intended or approved by Contractor; (iii) use of the Application Software in applications, business environments or processes for which the Application Software was not designed or contemplated, and where use of the Application Software outside such application, environment or business process would not have given rise to the claim; (iv) corrections, modifications, alterations or enhancements that County made to the Application Software and such correction, modification, alteration or enhancement is determined by a court of competent jurisdiction to be a contributing cause of the infringement; (v) use of the Application Software by any person or entity other than Users; or (vi) County’s willful infringement, including County’s continued use of the infringing Application Software after County becomes aware that such infringing Application Software is or is likely to become the subject of a claim hereunder.

Contractor shall, at its option and at no cost to County, as remedial measures, either: (i) procure the right, by license or otherwise, for County to continue to use the Application Software or affected component(s) thereof, or part(s) thereof, to the same extent of County’s License; or (ii) replace or modify the Application Software or component(s) thereof with another software or component(s) of at least equivalent quality and performance capabilities, as mutually determined by County and Contractor, until the Application Software and all components thereof become non-infringing, non-misappropriating and non-disclosing (hereinafter collectively for the purpose of this Paragraph 14.2 “Remedial Act(s)”). The foregoing states Contractor’s entire liability and County’s sole and exclusive remedy with respect to the subject matter hereof.

31. INSURANCE

31.1 GENERAL INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of County and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraph 31, including Paragraph 31.4 (Insurance Coverage Requirements), of this Base Contract. These minimum insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Contract.

31.2 EVIDENCE OF COVERAGE AND NOTICE TO COUNTY

31.2.1 A certificate(s) of insurance coverage (Certificate) satisfactory to County and a copy of an Additional Insured endorsement confirming that County and its Agents (defined below) have been given Insured status under Contractor’s General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.

31.2.2 Renewal Certificates shall be provided to County not less than three calendar days prior to Contractor’s policy expiration dates. Upon request, the County will be entitled to review copies of the policies and all endorsements.

31.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners)
identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.

31.2.4 Neither County’s failure to obtain, nor County’s receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to County’s Project Director, with a copy to County’s Project Manager, at the address set forth in Exhibit E (County’s Administration).

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

31.3 ADDITIONAL INSURED STATUS AND SCOPE OF COVERAGE

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor’s General Liability policy with respect to liability arising out of Contractor’s ongoing and completed operations performed on behalf of County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of Contractor’s acts or omissions, whether such liability is attributable to Contractor or to County. Contractor agrees to provide insurance in the amounts required by this Contract. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

31.3.1 CANCELLATION OF OR CHANGES IN INSURANCE

Contractor shall provide County with, or Contractor’s insurance policies shall contain, a provision that County shall receive written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten calendar days in advance of cancellation for non-payment of premium and thirty calendar days in advance of any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Contract, in the sole discretion of County, upon which County may suspend or terminate this Contract.

31.3.2 FAILURE TO MAINTAIN INSURANCE

Contractor’s failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the Required Insurance and, without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.
31.3.3 **INSURER FINANCIAL RATINGS**

With the exception of any wholly owned captive, coverage shall be placed with insurers acceptable to County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

31.3.4 **CONTRACTOR’S INSURANCE SHALL BE PRIMARY**

Contractor’s insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

31.3.5 **WAIVERS OF SUBROGATION**

With the exception of the Professional Liability policy, to the fullest extent permitted by law, Contractor hereby waives its rights and its insurer(s)’ rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract.

31.3.6 **SUBCONTRACTOR INSURANCE COVERAGE REQUIREMENTS**

Contractor shall include all subcontractors as insureds under Contractor’s own policies, or shall provide County with each subcontractor’s separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name County and Contractor as additional insureds on the subcontractor’s General Liability policy. Contractor shall obtain County’s prior review and approval of any subcontractor request for modification of the Required Insurance.

31.3.7 **DEDUCTIBLES AND SELF-INSURED RETentions (SIRS)**

Contractor’s policies shall not obligate County to pay any portion of any Contractor deductible or SIR. County retains the right to reasonably require Contractor to reduce or eliminate policy deductibles and SIRs as respects County, or to provide a bond guaranteeing Contractor’s payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

31.3.8 **CLAIMS MADE COVERAGE**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the Effective Date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following Contract expiration, termination or cancellation.

31.3.9 **APPLICATION OF EXCESS LIABILITY COVERAGE**

Contractor may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

31.3.10 **SEPARATION OF INSUREDS**

All liability policies shall provide cross liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.
31.3.11 **INTENTIONALLY OMITTED**

31.3.12 **COUNTY REVIEW AND APPROVAL OF INSURANCE REQUIREMENTS**

County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County’s determination of changes in risk exposures. To implement such changes, an Amendment to the Contract shall be by mutual agreement, prepared and executed by the Contractor and County.

31.4 **INSURANCE COVERAGE REQUIREMENTS**

31.4.1 **GENERAL LIABILITY**

Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), including County and its Agents as an additional insured, with limits of:

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

31.4.2 **AUTOMOBILE LIABILITY**

Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor’s use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

31.4.3 **WORKERS’ COMPENSATION AND EMPLOYERS’ LIABILITY**

Workers Compensation and Employers’ Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers’ Liability coverage with limits of not less than one million ($1,000,000) per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty days advance written notice of cancellation of this coverage provision. If applicable to Contractor’s operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen’s compensation law or any federal occupational disease law.

31.4.4 **PROFESSIONAL LIABILITY (CYBER, TECHNOLOGY ERRORS AND OMISSIONS INSURANCE)**

Insurance covering contractor’s liability arising from or related to this contract, with limits of one million dollars ($1,000,000) per claim and two million dollars ($2,000,000) aggregate. Further, contractor understands and agrees it shall maintain such coverage for a period of not less than three years following this agreement’s expiration, termination, or cancellation.
32. [INTENTIONALLY OMITTED]

33. [INTENTIONALLY OMITTED]

34. **NONDISCRIMINATION AND AFFIRMATIVE ACTION**

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

34.2 Contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor’s EEO Certification).

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

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

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

34.6 Contractor shall allow County representatives access to Contractor’s employment records during regular business hours to verify compliance with the provisions of this Paragraph 34 when so requested by County.

34.7 If County finds that any provisions of this Paragraph 34 have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate or suspend this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract 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 Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.

34.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Contract, County shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.
35. **NON-EXCLUSIVITY**

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

36. **NOTICE OF DELAYS**

   Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one Business Day, give notice thereof, including all relevant information with respect thereto, to the other party.

37. **NOTICE OF DISPUTES**

   Contractor shall bring to the attention of County’s Project Director and County’s Project Manager any dispute between County and Contractor regarding the performance of services as stated in this Contract. If County’s Project Director, with assistance from County’s Project Manager, is not able to resolve the dispute, the Sheriff or authorized designee shall make a final resolution which shall bind both County and Contractor.

38. **NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME 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 No. 1015.

39. **NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

   Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I (Safely Surrendered Baby Law) of this Contract and is also available on the Internet at www.babysafela.org.

40. **NOTICES**

40.1 Notices required or permitted to be given under the terms of this Contract or by any law now or hereafter in effect may, at the option of the party giving notice, be given by personal delivery or by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or substation thereof, or any public mail box.

   The notices and envelopes containing same to County shall be addressed to the applicable parties as identified in Exhibit E (County’s Administration).

   The notices and envelopes containing same to Contractor shall be addressed to the applicable parties as identified in Exhibit F (Contractor’s Administration).
Addresses may be changed by either party giving ten days prior written notice thereof to the
other. The Sheriff’s designee shall have the authority to issue all notices or demands required or
permitted by County under this Contract.

40.2 In the event of suspension or termination of this Contract, notices may also be given upon
personal delivery to any person whose actual knowledge of such suspension or termination
would be sufficient notice to Contractor.

41. CONFIDENTIALITY AND SECURITY

41.1 CONFIDENTIALITY

41.1.1 CONFIDENTIAL INFORMATION

Contractor shall maintain the confidentiality of all records and information, events and
circumstances which occur during the course of Contractor’s performance under the Contract,
including County Materials (hereinafter “Confidential Information”), in accordance with all
applicable Federal, State and local laws, rules, regulations, ordinances, guidelines, policies and
procedures, and directives relating to confidentiality, including, without limitation, County
policies concerning information technology security and the protection of confidential records
and information. County will provide notice at the start of the contract and/or when policies
change.

Contractor shall indemnify, defend, and hold harmless County, its officers, employees, agents
and volunteers from and against any and all claims, demands, damages, liabilities, losses, costs
and expenses, including, without limitation, defense costs and legal, accounting and other expert,
consulting, or professional fees, arising from, connected with, or related to any material failure
by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph
41, as determined by County in its reasonable judgment. Any legal defense pursuant to
Contractor’s indemnification obligations under this Paragraph 41 shall be conducted by
Contractor and performed by counsel selected by Contractor and approved by County. Unless
otherwise provided herein, County approval must be in writing and must not be unreasonably
withheld or delayed. Notwithstanding the preceding sentence, County shall have the right to
participate in any such defense at its sole cost and expense, except that in the event Contractor
fails to provide County with a full and adequate defense, as determined by County in its
reasonable judgment, County shall be entitled to retain its own counsel, including, without
limitation, County Counsel, and to reimbursement from Contractor for all such costs and
expenses incurred by County in doing so. Contractor shall not have the right to enter into any
settlement, agree to any injunction, or make any admission, in each case, on behalf of County
without County’s prior written approval.

Contractor shall inform all of its officers, employees, agents and subcontractors providing
Services or other work hereunder of the confidentiality provisions of this Contract. Contractor
shall ensure that each Consultant and any other person performing work for or on behalf of
Contractor shall sign and adhere to the terms and conditions set forth in Exhibit G
(Acknowledgment, Confidentiality and Proprietary Rights Agreement) prior to commencing any
work under the Contract. Notwithstanding anything herein to the contrary, Contractor
acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality
set forth herein by any person or entity to which Contractor discloses such confidential
information.
41.1.2 **DISCLOSURE OF INFORMATION**

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

Without limiting the generality of the preceding paragraph, 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’s 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.

41.2 [INTENTIONALLY OMITTED]

41.3 [INTENTIONALLY OMITTED]

41.4 [INTENTIONALLY OMITTED]

41.5 [INTENTIONALLY OMITTED]

41.6 **REMEDIES**

Contractor acknowledges that a breach by Contractor of this Paragraph 41 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 this Paragraph 41 and at law and in equity, County shall have the right to seek injunctive relief to enforce the provisions of this Paragraph 41. The provisions of this Paragraph 41 shall survive the expiration or termination of this Contract.

Contractor shall take all reasonable actions necessary or advisable to protect the County systems from loss or damage by any cause. Contractor shall bear the full risk of loss or damage to the County systems and any system data by any cause other than resulting from Force Majeure Events or County’s sole fault.

42. **PUBLIC RECORDS ACT**

42.1 Any documents submitted by Contractor; all information obtained in connection with County’s right to audit and inspect Contractor’s documents, books, and accounting records pursuant to Paragraph 44 (Record Retention and Inspection/Audit Settlement) of this Contract become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements that meet the exceptions set forth in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked “trade secret”, “confidential” or “proprietary”. County shall not in any way be liable or
responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

43. PUBLICITY

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

- Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name or seals of County or Department without the prior written consent of County’s Project Director or designee. County shall not unreasonably withhold written consent.

43.2 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 43 shall apply.

44. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, timecards, and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five 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 County’s option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

44.1 In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, then Contractor shall file a copy of such audit report with County’s Auditor Controller within thirty days of Contractor’s receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
44.2 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 44 shall constitute a material breach of this Contract upon which County may terminate or suspend this Contract.

44.3 If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County’s dollar liability for any such work is less than payments made by County to Contractor and absent Contractor dispute of amounts due within five business days after receipt of notice from the County, then the difference shall be either (a) repaid by Contractor to County by cash payment upon demand or (b) at the sole option of County’s Auditor-Controller, 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 by cash payment, provided that in no event shall County’s maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.

45. **RECYCLED BOND PAPER**

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

46. **SUBCONTRACTING**

46.1 The requirements of this Contract may not be subcontracted by Contractor without the advance approval of County. Any attempt by Contractor to subcontract without the prior consent of County may be deemed a material breach of this Contract. Notwithstanding, subcontractors identified within Exhibit A, Statement of Work, are deemed approved by County upon Contract signature.

46.2 If Contractor desires to subcontract, Contractor shall provide the following information promptly upon County’s request:

(a) A description of the work to be performed by the subcontractor; and,

(b) Other pertinent certifications reasonably requested by County.

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

46.4 Contractor shall remain fully responsible for all performances required of it under this Contract, including those that Contractor has determined to subcontract, notwithstanding County’s approval of Contractor’s proposed subcontract.

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

46.6 County’s Project Director is authorized to act for and on behalf of County with respect to approval of any subcontract and subcontractor employees.
46.7 Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County’s consent to subcontract.

46.8 Contractor shall include all subcontractors as insureds under Contractor’s own policies, or shall provide County with each subcontractor’s separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the required insurance provisions set forth in this Contract and shall ensure delivery of all such documents to the County’s Project Director before any subcontractor employee may perform any work hereunder.

47. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 20 (Contractor’s Warranty of Adherence to County’s Child Support Compliance Program), shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ninety calendar days of written notice shall be grounds upon which County may terminate this Contract pursuant to Paragraph 50 (Termination for Default) and pursue debarment of Contractor pursuant to County Code Chapter 2.202.

48. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 21 (Contractor’s Warranty of Compliance with County’s Defaulted Property Tax Reduction Program), shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor pursuant to County Code Chapter 2.206.

49. TERMINATION FOR CONVENIENCE

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

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

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

49.3 After receipt of the Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than one month from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice
within the time allowed, County may determine, on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

49.4 Subject to the provisions of Paragraphs 49.1 and 49.2 above, County and Contractor shall negotiate an equitable amount to be paid to Contractor by reason of the total or partial termination of work pursuant to this Paragraph 49. Said amount may include a reasonable allowance for profit on work done but shall not include an allowance on work terminated. County shall pay the agreed amount; subject to other limitations and provided that such amount shall not exceed the total funding obligated under this Contract as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated.

49.5 All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with Paragraph 44 (Record Retention and Inspection/Audit Settlement).

50. TERMINATION FOR DEFAULT

50.1 County may, by written notice to Contractor, terminate the whole or any part of this Agreement if:

(a) Contractor fails to timely provide and/or satisfactorily perform any task, subtask, deliverable, goods, service or other Work within the times specified in this Agreement, including the finalized Detailed Work Plan or project schedule; or

(b) Contractor fails to demonstrate a high probability of timely fulfillment of the performance requirements under this Agreement; or

(c) Contractor fails to make progress as to endanger performance of this Agreement in accordance with its terms; or

(d) Contractor in performance of Work under the Agreement fails to comply with the requirements of this Agreement, including but not limited to the Statement of Work and Exhibit C (Project Control Document); or

(e) Contractor fails to perform or comply with any other provisions of this Agreement or materially breaches this Agreement.

Unless a shorter cure period is expressly provided in this Agreement, termination shall take effect if Contractor does not cure such failure or fails to correct such failure or breach within thirty days (or such longer period as County may authorize in writing) of receipt of written notice from County specifying such failure or breach.

Notwithstanding the foregoing, Contractor shall not be entitled to any cure period, and County may terminate immediately, in the event that Contractor’s failure to perform or comply is not reasonably capable of being cured.

50.2 If, after County has given notice of termination under the provisions of this Paragraph 50, it is determined by County that Contractor was not in default, or that the default was excusable, the
rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 49 (Termination for Convenience).

50.3 The rights and remedies of County provided in this Paragraph 50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

51. **TERMINATION FOR IMPROPER CONSIDERATION**

51.1 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to Contractor’s performance pursuant to this 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.

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

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

52. **TERMINATION FOR INSOLVENCY**

52.1 County may terminate this Contract forthwith in the event of the occurrence of any of the following:

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

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

- The appointment of a Receiver or Trustee for Contractor; or

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

52.2 The rights and remedies of County provided in this Paragraph 52 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

53. **TERMINATION FOR NON-ADHERENCE TO COUNTY LOBBYIST ORDINANCE**

Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by Contractor, shall fully comply with County’s Lobbyist Ordinance, 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’s Lobbyist Ordinance shall
constitute a material breach of this Contract, upon which County may in its sole discretion, immediately terminate or suspend this Contract.

54. TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

55. VALIDITY

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

56. WAIVER

No waiver by County of any breach of any provision of this Contract 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 this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 56 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

57. WARRANTY AGAINST CONTINGENT FEES

57.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract 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.

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

58. COUNTY LOBBYISTS

Each County lobbyist as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of any County lobbyist retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract. Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts which do or could create a conflict of interest. If Contractor hereafter becomes aware of any facts which 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, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.
59. PROPRIETARY RIGHTS

59.1 No transfer of ownership of any intellectual property will occur under this Agreement. Customer grants HPE a non-exclusive, worldwide, royalty-free right and license to any intellectual property that is necessary for HPE and its designees to perform the ordered services. If deliverables are created by HPE specifically for Customer and identified as such in an amended Statement of Work, HPE hereby grants Customer a worldwide, non-exclusive, fully paid, royalty-free license to reproduce and use copies of the deliverables internally, unless otherwise specified therein.

60. LICENSES, PERMITS, REGISTRATIONS AND CERTIFICATES

Contractor shall obtain and maintain in effect during the term of this Contract all licenses, permits, registrations, accreditations and certificates, if any, required by all Federal, State, and local laws, ordinances, rules, and regulations, which are applicable to the performance of this Contract, and shall further ensure that all of its officers, employees and agents who perform Services and other work hereunder shall obtain and maintain in effect during the term of this Contract all licenses, permits, registrations, accreditations and certificates which are applicable to their performance of Services and other work hereunder. A copy of each such license, permit, registration, accreditation and certificate required by law shall be provided to County’s Project Director, with a copy to County’s Project Manager, at the address set forth in Exhibit E (County’s Administration) upon request.

61. INTELLECTUAL PROPERTY WARRANTY AND INDEMNIFICATION

61.1 Contractor represents and warrants: (i) that Contractor has the full power and authority to grant all intellectual property rights granted by this Contract to County; (ii) that 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; (iii) that County is entitled to use any product of the Services provided hereunder without interruption, subject only to County’s obligation to make the required payments; (iv) that this Contract and any intellectual property rights 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; and (v) that neither the performance of this Contract by Contractor, nor the intellectual property rights granted hereunder will in any way violate any non-disclosure agreement, nor 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.

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

61.3 In the event any equipment, software or services product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County’s continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County’s continued use of the system is not materially impeded, shall either:
• Procure for County all rights to continued use of the questioned equipment, software or services product; or

• Replace the questioned equipment, software or services product with a non-questioned item; or

• Modify the questioned equipment, software or services product so that it is free of claims.

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

62. PROHIBITION AGAINST INDUCEMENT AND PERSUASION

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

63. TIME OFF FOR VOTING

Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (California Elections Code Section 14000). Not less than ten calendar days before every statewide election, every Contractor and subcontractor shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of California Elections Code Section 14000.

64. COMPLIANCE WITH COUNTY’S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor’s staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor’s staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor’s staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

65. WARRANTIES

65.1 WARRANTY OBLIGATIONS

Contractor represents, warrants, covenants and agrees that throughout the term of this Contract:

1. Contractor shall strictly comply with the descriptions and representations as set forth in Exhibit A (Statement of Work), with all Attachments thereto, and any applicable executed Change Notice or Amendment.
2. All tasks, subtasks, goods, services, and other work shall be performed in a timely and professional manner by qualified personnel.

3. All tasks, subtasks, goods, services, and other work shall be completed in accordance with this Contract, and any other applicable requirements.

65.2 **Disabling Device**

Contractor represents and warrants that Contractor shall not intentionally cause any unplanned interruption of the operations of, or accessibility to any of County’s systems or any component through any device, method or means including, without limitation, the use of any “virus”, “lockup”, “time bomb”, or “key lock”, “worm”, “back door” or “Trojan Horse” device or program, or any disabling code, which has the potential or capability of compromising the security of County’s Confidential Information or of causing any unplanned interruption of the operations of, or accessibility of any such County system or any component to County or any user or which could alter, destroy, or inhibit the use of any such system or any component, or the data contained therein (collectively, “Disabling Device(s)”), which could block access to or prevent the use of the system or any component by County or users. Contractor represents, warrants, and agrees that it has not purposely placed, nor is it aware of, any Disabling Device in any system component provided to County under this Contract, nor shall Contractor knowingly permit any subsequently delivered or provided system component to contain any Disabling Device. In addition, Contractor shall prevent viruses from being incorporated or introduced into any County system and shall prevent any viruses from being incorporated or introduced in the process of Contractor’s performance of Services hereunder.

65.3 **Breach of Warranty Obligations**

In the event Contractor fails to timely perform its obligations as set forth in this Paragraph 66, then, in addition to County's other rights and remedies set forth herein, County may, after written notice to Contractor and in the event Contractor, after a reasonable time has still failed to perform such warranty obligations, perform any required correction, replacement or other work and debit Contractor therefor at County's direct actual cost for outside labor and materials and County's burdened rates for labor (including without limitation salary, employee benefits and reimbursement policies). Such debit shall be made against any amounts owed by County to Contractor under this Contract.

65.4 **Warranty Pass-Through**

Contractor shall assign to County to the fullest extent permitted by law or by this Contract, and shall otherwise ensure that the benefits of any applicable warranty or indemnity offered by any licensor or reseller of any third party software provided hereunder, if any, shall fully extend to and be enjoyed by County.

66. **Effect of Termination**

In the event County terminates this Contract in whole or in part as provided herein, then:

1. Contractor shall promptly return to County any and all of County’s Confidential Information and the County Materials that relate to that portion of the Contract and work terminated by County; and

2. Contractor shall transfer and deliver to County all completed work and work in progress, in a media reasonably requested by County; and
3. County shall have the possession and access to the source code of any software or programs developed or modified as a result of providing Services hereunder; and

4. County shall have the right to procure, upon such terms and in such a manner as County may deem 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; and

5. Contractor and County shall continue the performance of this Contract to the extent not terminated.

67. **SURVIVAL**

The provisions in the following Paragraphs shall survive the expiration or termination of this Agreement:

12 Compliance with Applicable Law
24 Employment Eligibility Verification
26 Fair Labor Standards
28 Governing Law, Jurisdiction and Venue
30 Indemnification
31 Insurance
41 Confidentiality and Security
42 Public Records Act
55 Validity
59 Proprietary Rights
61 Intellectual Property Warranty and Indemnification
64 Compliance with County’s Zero Tolerance Policy on Human Trafficking
66 Warranties
66 Effect of Termination

68. **COMPLIANCE WITH THE COUNTY POLICY OF EQUITY**

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) [https://ceop.bos.lacounty.gov/pdf/PolicyOfEquity.pdf](https://ceop.bos.lacounty.gov/pdf/PolicyOfEquity.pdf). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.
69. LIMITATION OF LIABILITY

69.1. Except as set forth herein, any monetary liability of Contractor to County shall be limited to the amount of damages up to and including one and one half times the Total Contract Sum of the Statement of Work or the insurance limits required in Paragraph 31 (Insurance Coverage), whichever is greater. Except as to cover costs due to Paragraph 50 (Termination for Default) and Paragraph 65.3 (Breach of Warranty Obligations), Contractor or County shall not be liable to the other for any special, incidental, indirect, or exemplary damages, or for any economic consequential damages (including lost profits or savings), even if the other party is informed of their possibility.

69.2. Nothing in this Section shall limit Contractor’s liability for personal injury and/or property damage caused by Contractor’s negligent, tortious, and/or unlawful acts and/or omissions.

69.3 Any monetary liability of Contractor arising from Contractor's obligations to County under Paragraph 12 (Compliance with Applicable Law), Paragraph 24 (Employment Eligibility Verification), Paragraph 26 (Fair Labor Standards), Paragraph 30 (Indemnification), 31 (Insurance Coverage), Paragraph 41 (Confidentiality) and Paragraph 46 (Subcontracting) shall be limited to the amount of damages set forth herein.

69.4 The warranty remedies specified in the Statement of Work are the sole and exclusive remedies provided for breach of the warranties set forth therein.

69.5 The remedies set forth in this Section (Limitation of Liability) are not exclusive, and their application shall not be construed as a waiver of any other remedy provided by law or as set forth in this Contract.
IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: HEWLETT PACKARD ENTERPRISE

Name

By ________________________________

Name

_______________________________

Title

COUNTY OF LOS ANGELES

By ________________________________

Chair, Board of Supervisors

ATTEST:

CELIA ZAVALA
Acting Executive Officer
of the Board of Supervisors

By ________________________________

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By ________________________________

CAMMY C. DUPTON
Principal Deputy County Counsel
EXHIBIT A

STATEMENT OF WORK

HEWLETT PACKARD ENTERPRISE (HPE)

PROFESSIONAL SERVICES

FOR

LOS ANGELES COUNTY SHERIFF’S DEPARTMENT

COMPUTER AIDED DISPATCH SYSTEM (CAD)

HARDWARE UPGRADE
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1.0 INTRODUCTION

1.1 Overview

This Statement of Work (“SOW”) defines the general scope of work and specific Tasks, and Subtasks to be performed by the Hewlett Packard Enterprise Company (Contractor) for Los Angeles County (County) Sheriff’s Department (“Department”) hardware upgrade of the Computer-Aided Dispatch (“CAD”) Subsystem.

Any terms with the initial letter capitalized, which are not defined herein, shall have the meanings given to them in Paragraph 2.0 (Definitions) of the Contract. The terms “County” and “Department” may be used interchangeably throughout this SOW.

1.2 Background

The CAD program is a subsystem of the Mobile Digital Communications System (“MDCS”) that was custom designed by ElectroCom Automation Incorporated for the Department. The purpose of the CAD subsystem is to reduce radio traffic on the Department’s radio system by sending routine calls-for-service to mobile data computers. The CAD subsystem is integrated with the narrowband data portion of the Department’s radio subsystem, and the radio console subsystem. Together these three subsystems comprise the MDCS. In addition to other systems, the CAD subsystem interfaces with the Justice Data Interface Controller, the 9-1-1 telephone system, and the Federal, State and County law enforcement databases through the California Law Enforcement Telecommunications System (“CLETS”).

ElectroCom subcontracted both the software and hardware configuration, architecture to Tandem Inc., who subcontracted the CAD software design to Planning Research Corporation Inc. (“PRC”). Through several acquisitions PRC was ultimately purchased by Northrup Grumman; and Tandem Inc. was ultimately purchased by Hewlett Packard Enterprise (HPE). The hardware consists of a central host computer located at the Sheriff’s Communication Center (“SCC”) that is connected to 22 Department station computers through the use of the Tandem EXPANDTM line system. The CAD subsystem, which operates on the HPE NonStop (“NS”) platform, includes message switching, transaction processing and application programs that provide processing for calls-for-service, dispatching to field units, and maintaining status of the field units.

The Department’s CAD hardware consists of Tandem Himalaya K20000 Series NonStop Servers and K2000 Series servers, which have been in use since 1999. HPE no longer supports this hardware nor the legacy NonStop operating system. With an obsolete and non-supported CAD hardware platform, the Department must upgrade the CAD hardware and contract with Contractor for consulting services, until such time as the new hardware platform is fully functional.

The Department’s CAD Programming Contractors (CPCs), comprised of Mr. Norman L. Fogel and Mr. Robert Wood, will be contracted by the Department to provide the porting of the CAD Subsystem software onto the newly supported proprietary HPE Integrity NS platform. Contractor shall work in conjunction with the CPCs at the direction of the
County Project Manager for the duration of the project. Altogether, the Contractor and Department’s CPCs comprise the “Project Team”.

### 1.3 Scope

**1.3.1** Contractor shall work with the County Project Manager to establish consistent and clear communication between the Department and the Contractor.

**1.3.3** Contractor shall support the Department to resolve issues related to NonStop technology that arise during CPC’s porting, integrating, and converting CAD Subsystem software onto the HP Integrity NS platform.

**1.3.4** Contractor shall work with the Department to resolve application/system incompatibility issues due to hardware upgrade. Contractor may suggest actions to be taken by CPCs, or changes to be made in the application, but the Department will remain responsible for implementing the recommended changes not directly related to NonStop technology.

**1.3.5** Contractor may provide training on operational support of the HPE Integrity NS platform to the Department Subject Matter Experts (SMEs), as determined by the County Project Manager. (See Attachment A to this SOW).

### 2.0 PROJECT ASSUMPTIONS

#### 2.1 General Assumptions

**2.1.1** Funding has been budgeted for this project; Budget and spending will be managed solely by County Project Manager. The County Project Manage will also act as a central point of contact with the Contractor Project Manager for all issues related to this SOW. The County will notify Contractor of the name and phone number of the County Project Manager and of any changes to the person named over the term of the SOW.

**2.1.2** The underlying legal and institutional basis for the business functions will not significantly change during the course of the project;

**2.1.3** Contractor possesses sufficient experience to provide practical business expertise to the Department;

**2.1.4** All Work shall be performed remotely unless otherwise authorized in writing by County Project Manager;

**2.1.5** The solution will be hosted at a County data center;

**2.1.6** Contractor will be assigned by the County Project Manager as-needed to the project;
2.1.7 Contractor’s work schedule will occur within the five-day calendar week of Monday through Friday from 0800 to 1900 hours excluding HPE holidays, and on an as-needed basis;

2.2 Work Location

It is anticipated that most work will be performed by Contractor remotely unless the County Project Manager requests on-site assistance. The primary on-site work location will be the Sheriff’s Communication Center located at:

Sheriff’s Communication Center
Communications and Fleet Management Bureau
1277 North Eastern Avenue
Los Angeles, CA 90063

2.3 Responsibilities

2.3.1 COUNTY

The County will administer the Contract in accordance with the Contract, Paragraph 8.0 Administration of Contract - County. County is responsible for:

2.3.1.1 Providing identification badge(s) to the Contractor for use when providing work on County premises.

2.3.1.2 Monitoring the Contractor’s performance in the daily operation of this Contract.

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

2.3.1.4 Providing direction regarding specific application and/or system issues identified by the Project Team.

2.3.1.5 Removing or moving of any Tandem servers or auxiliary equipment associated with the Tandem servers at SCC or any of the Department’s stations.
2.3.1.6 Installing network equipment or network wiring at SCC or any of the Department’s stations, which includes but is not limited to:

   a. Network switches;
   b. Network routers;
   c. Network connections;
   d. Network cards;
   e. Network cabling;
   f. Configuring any of the above network equipment and appliances
   g. Installing or modifying of Desktop operating system (“OS”) software;
   h. Installing or modifying of software of any Department CAD workstation;
   i. Quality of Service ("QoS") setting on the Department’s computer network; and
   j. Configuring, modifying, setting up, or patching the HPE Integrity operating system software.

2.3.1.7 Purchasing the following hardware under separate arrangements with HPE, according to the project phases in Section 3.0:

   a. One HPE Integrity NonStop (NS) development (DEV) system;
   b. One HPE Integrity NS staging (KDV*) test system; and
   c. One HPE Integrity NS production system (SRC).

2.3.1.8 Obtaining the required HPE Integrity NS installation services for DEV, KDV, and SRC production systems under separate arrangements with HPE.

   *KDV will be used for processing of audit trail tapes and staging of CAD software updates/patches/modifications prior to installation on the production system.

2.3.1.9 Contracting with CPCs who have demonstrated the technical fluency and expertise to execute the CAD Upgrade project, and whose primary responsibility is to provide services to migrate the CAD Subsystem software from the Tandem hardware to the HPE Integrity NS platform.

2.3.1.10 Assigning subject-matter expert (SME) County personnel to the project, whose primary duties are to support CAD users as well as the CAD Subsystem software.

2.3.2 CONTRACTOR

2.3.2.1 Contractor shall work under the direction of County Project Manager to provide services set forth in Section 1.3 above.

   a. Contractor staff shall be able to effectively communicate in English, both orally and in writing.
b. Contractor staff with appropriate security clearance will be granted 24/7 physical access to any site required to perform work under the terms of the Agreement.

2.3.2.2 Contractor Project Manager

a. Contractor shall provide a Contractor Project Manager or designated alternate. County must have access to the Contractor Project Manager during business hours and regular working days. Contractor shall provide a telephone number where the Contractor Project Manager may be reached during business hours.

b. Contractor Project Manager shall act as a central point of contact with the County.

c. Contractor Project Manager shall have a minimum of five years of experience.

d. Contractor Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract.

2.3.2.3 Personnel

a. Contractor shall assign a sufficient number of employees to perform the required work.

b. Contractor shall be required to background check its employees as set forth in Sub-paragraph 7.4 (Background & Security Investigations), of the Contract.

c. Contractor staff shall work with CPCs as directed by the Department.

d. Contractor shall provide as-needed technical support related to the NonStop technology to the CPCs whose primary responsibility is to compile, test, debug, and migrate the CAD Subsystem software from the Tandem hardware platform to the HPE Integrity NS platform.

2.3.2.4 Meetings

Contractor shall attend meetings in person or via video/phone conference only when requested to attend, and the County Project Manager or designee is in attendance, during the hours in Paragraph 2.3.4.6 (Work Schedule).

2.3.2.5 Uniforms/Identification Badges

Contractor employees assigned to County facilities shall wear official identification badges displaying employee’s full name, identification number, and company name.
2.3.2.6 Materials and Equipment

a. Contractor shall provide all necessary materials/equipment to provide the work described herein, which is necessary and above and beyond materials/equipment already provided by County.

b. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

2.3.2.7 Contractor's Office

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

b. The Contractor shall respond to calls received by the answering service within two (2) hours of receipt of the call during the hours of 8:00 a.m. to 5:00 p.m. (Pacific Time), Monday through Friday (normal business hours).

2.3.2.8 Work Schedule

Contractor shall assist the County’s Project Manager in developing a work schedule based on the requirements of the project, staff schedules and with consideration for Contractor's hourly rate.

2.3.2.9 Training

All Contractor staff shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear, as necessary and applicable, according to OSHA standards.
3.0 PROJECT PHASES

The Department’s approach and direction consists of the following two phases:

3.1 Phase I – CAD Subsystem software Migration to New Hardware
3.2 Phase II - CAD Subsystem software Upgrade (Tasks to be determined)

4.0 PROJECT TASKS

Unless specified otherwise and as applicable, all Tasks and Subtasks described in this Section 4.0 (“Project Tasks”) of this SOW shall be performed by Contractor for the Department.

4.1 TASK 1.0 – Project Workshop

Upon request from County, Contractor shall provide up to eighty (80) hours of hands-on technical training (workshop) to the Department’s CPCs and selected Department staff to facilitate understanding of the HPE Integrity NonStop system. (See Attachment A to this SOW).

This workshop may be conducted onsite at the SCC, or at another location as approved by County Project Manager.

- Issues Tracking Log (ITL): Contractor shall apprise County Project Manager of any issues to be tracked in the ITL which will be developed by the County for tracking project issues and deficiencies. Contractor shall ensure the ITL is updated on a regular basis as mutually agreed upon.

Personnel authorized by the County Project Manager shall be able to view and print ITL information. The ITL contains, but is not limited to, the following information:

b. Issue description.
c. Issue type (based on a scheme for classifying issues).
d. Date the issue was first identified.
e. Date the issue was first entered into the Issues Tracking Log.
f. Person(s) involved in initially discovering or reporting the issue.
g. Person assigned to manage the resolution of the issue.
h. Date of assignment to manage the resolution of the issue.
i. Strategy or plan for resolving the issue (allow for revisions, and show revision history).
j. Projected date that a resolution to the issue is expected.
k. Actions taken in attempting to resolve the issue, person(s) taking each action and the result or outcome of each action.
l. Current issue status.
• **Monthly Status Reports**: Contractor shall provide with its monthly invoice to County, a Monthly Status Report which reports on the prior month’s activities and hours expended. The report shall include, but not be limited to:

  a. Work completed during that period;
  b. Work requested for completion which was not completed;
  c. Work requested and expected to be completed during the upcoming period; and
  d. any other information that the Department may from time to time reasonably require.

4.2 **TASK 5.0 – Technical Support, Troubleshooting, Testing**

4.2.1 Contractor shall provide technical support to convert CAD Subsystem programs running at low process identification number (PIN) to high PIN on the new Integrity NS platform.

4.2.2 Contractor shall provide technical support to resolve issues with NonStop technology identified by the Department.

4.2.3 Contractor shall work with Department to troubleshoot system interfaces to ensure proper connection, receiving, and sending between CAD and the following systems:

  a. California Law Enforcement Telecommunications System (CLETS)
  b. GeoSpatial Technologies, Inc. (GST)
  c. Audio Identification (AID) decoder
  d. 911 Interfaces
  e. Zetron Console System
  f. The functions of the Justice Data Interface Controller (JDIC) that facilitate the interfaces with the Mobile Digital Communications (MDC) computers.

4.3 **TASK 7.0 – CAD Upgrade Task Sequence – To Be Determined**

Beginning with this Task 7.0, Contractor shall provide all necessary technical support requested by the County Project Manager for NonStop technical issues that arise during the CAD application upgrade process.

4.3.1 Contractor shall, work with the County Project Manager to fully utilize the new hardware’s capacity and efficiency for future system expansions and/or enhancements.

4.4 **CLOSEOUT TASKS**

4.4.1 Cutover Upgraded CAD in Production

Contractor shall work with County Project Manager to troubleshoot and resolve any issues related to NonStop technology stemming from the upgraded CAD Subsystem on the Integrity NS SRC production environment.
4.4.2 Technical Support - Project Closeout

4.4.2.1 Contractor shall provide technical support to the County Project Manager during the testing of the CAD Subsystem online real-time software on the new Integrity NS Production hardware to ensure the upgraded software is working correctly with the new hardware and new operating system, and is maximizing the capacity of the new hardware for future system expansion and/or documented enhancements of the CAD that are made available to Contractor. County agrees that CPCs are responsible for testing the CAD application and resolving issues not related to the performance of NonStop technology. Contractor may recommend actions to be taken by CPCs related to CAD software but Contractor is not responsible for implementing recommended fixes.

4.4.2.2 Contractor shall assist the Project Team in resolving technical issues related to NonStop technology stemming from the CAD upgrade for a period not to exceed thirty (30) calendar days.

4.4.2.3 Project Closeout. After CAD Subsystem software is cut over to production for thirty (30) consecutive deficiency-free days, Contractor’s work will cease upon approval of the County Project Manager.
ATTACHMENT A.1

Contractor-Provided Training

At the County’s option and request, Contractor will offer two one-week onsite training classes. The first class will include topics relevant to programmers; the second class will have topics useful to programmers as well as operations staff.

- One-week class for Programmers: This class will be structured to cover the delta/differences around non-native/native languages, new tools, IO, NSDEE/compilers, ServerNet, low level link.

- One-week class for Operators and Programmers: This class will be structured to cover up-to-date concepts and facilities, basic system administration and operations.

Contractor’s costs for these training classes are detailed in Exhibit B (Pricing Sheet).
ATTACHMENT A.2

CONTRACT DISCREPANCY REPORT
CONTRACT DISCREPANCY REPORT

TO: ________________________________
FROM: ________________________________

DATES: 
Prepared by County: ____________________________
Received by Contractor: __________________________
Returned by Contractor: __________________________
Action Completed: __________________________

DISCREPANCY PROBLEMS:

___________________________________________________________________________________________
___________________________________________________________________________________________
___________________________________________________________________________________________

_________________________________________  _________________________
Signature of County Representative                 Date

CONTRACTOR RESPONSE (Cause and Corrective Action):

___________________________________________________________________________________________
___________________________________________________________________________________________
___________________________________________________________________________________________

_________________________________________  _________________________
Signature of Contractor Representative                 Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

___________________________________________________________________________________________
___________________________________________________________________________________________
___________________________________________________________________________________________

_________________________________________  _________________________
Signature of County Representative                 Date

COUNTY ACTIONS:

___________________________________________________________________________________________
___________________________________________________________________________________________
___________________________________________________________________________________________

CONTRACTOR NOTIFIED OF ACTION:

County Representative’s Signature and Date ____________________________

SHERIFF’S DEPARTMENT
HEWLETT PACKARD ENTERPRISE

53  CAD HARDWARE UPGRADE
3/12/2019
EXHIBIT B

PRICING SHEET
## EXHIBIT B
### PRICING SHEET

**SERVICE FOR:** Los Angeles County Sheriff’s Department Communications and Fleet Management Bureau

**SERVICE:** Data Processing Consultant Services (Migration) for Mobile Digital Communications System (MDCS)

**CONTRACTOR SERVICES PRICE:**

<table>
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<th>Description</th>
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<tr>
<td>Fixed Hourly Rate (On-site)</td>
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<tr>
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</tbody>
</table>
EXHIBIT C

COUNTY’S PROJECT CONTROL DOCUMENT
EXHIBIT D

CONTRACTOR’S EEO CERTIFICATION
CONTRACTOR'S EEO CERTIFICATION

Hewlett Packard Enterprise
Contractor Name
3000 Hanover Street, Palo Alto, CA 94304
Address
47-3298624
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. Yes □ No □

2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. Yes □ No □

3. The Contractor has a system for determining if Its employment practices are discriminatory against protected groups. Yes □ No □

4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. Yes □ No □

Authorized Official’s Printed Name and Title

Authorized Official’s Signature Date
EXHIBIT E

COUNTY’S ADMINISTRATION
COUNTY’S ADMINISTRATION

CONTRACT NO. _________________

COUNTY PROJECT DIRECTOR:

Name: Judy A. Anderson
Title: Captain
Address: 1277 Eastern Avenue
Los Angeles, CA 90063
Telephone: (323) 881-8002 Facsimile: _________________
E-Mail Address: JAAnders@lasd.org

COUNTY PROJECT MANAGER:

Name: Marshall Yelverton
Title: Lieutenant
Address: 1277 Eastern Avenue
Los Angeles, CA 90063
Telephone: (323) 881-8024 Facsimile: _________________
E-Mail Address: MRYelver@lasd.org

COUNTY DIVISION BUDGET REPRESENTATIVE:

Name: Thea Sheridan
Title: Division Budget Representative
Address: 12440 E. Imperial Hwy, #650E
Norwalk, CA 90650
Telephone:  (562) 345-4307   Facsimile: ___________________
E-Mail Address: HTSherid@lasd.org

COUNTY CONTRACT PROJECT MONITOR:

Name: Dave Culver
Title: Assistant Director, Fiscal Administration
Address: 211 W. Temple St. 6th Floor
         Los Angeles, CA 90012
Telephone:  (213) 229-3260   Facsimile: ___________________
E-Mail Address: DECulver@lasd.org
CONTRACTOR’S NAME: Hewlett Packard Enterprise

CONTRACT NO: ________________________________________________

CONTRACTOR’S PROJECT MANAGER: ________________________________________________

Name: Justin Simonds
Title:__________________________________________________________
Address: 3000 Hanover Street, Palo Alto, CA 94304
Telephone: 949-275-8860
Facsimile: ___________________________________________________
E-Mail Address: Justin.Simonds@hpe.com

CONTRACTOR’S AUTHORIZED OFFICIAL(S)

Name: Justin Simonds
Title: _________________________________________________________
Address: 3000 Hanover Street, Palo Alto, CA 94304
Telephone: 949-275-8860
Facsimile: ___________________________________________________
E-Mail Address: Justin.Simonds@hpe.com

NOTICES TO CONTRACTOR SHALL BE SENT TO THE FOLLOWING:

Name: Hewlett Packard Enterprise
Title: Legal Dept., U.S. Public Sector - SLED
Address: One Discovery Square
12010 Sunset Hills Rd Fl 3
Reston, VA 20190
Telephone: 949-275-8860 or 408-656-0288
Facsimile: ___________________________________________________
E-Mail Address: Justin.Simonds@hpe.com or Dan.Kataoka@hpe.com
EXHIBIT G

ACKNOWLEDGMENT, CONFIDENTIALITY AND PROPRIETARY RIGHTS AGREEMENT
CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND PROPRIETARY RIGHTS AGREEMENT

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

CONTRACTOR NAME ____________________________     Contract No. ____________________________

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

Contractor and Contractor’s Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor’s Staff under the above-referenced contract. Contractor and Contractor’s Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor’s Staff agree that if proprietary information supplied by other
CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND PROPRIETARY RIGHTS AGREEMENT

County vendors is provided to me during this employment, Contractor and Contractor’s Staff shall keep such information confidential.

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

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

PROPRIETARY RIGHTS AGREEMENT

Contractor and Contractor’s Staff agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by Contractor and Contractor’s Staff in whole or in part pursuant to the above referenced Contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, Contractor and Contractor’s Staff hereby assign and transfer to the County in perpetuity for all purposes all rights, title, and interest in and to all such items. Whenever requested by the County, Contractor and Contractor’s Staff agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement.

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

SIGNATURE: __________________________________________________________________________ DATE: _____/_____/

PRINTED NAME: _______________________________________________________________________

POSITION: __________________________________________________________________________
EXHIBIT H

JURY SERVICE ORDINANCE


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 I

SAFELY SURRENDERED BABY LAW
Safely Surrendered

No shame. No blame. No names.

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


En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babyafera.org
¿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 entregó recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?
Los padres que cambian de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 34 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 lleve 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 pasara 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 estaré bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregó 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, linchados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en banquetes o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocurrido su embarazo por error o a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían madre a quien pedir ayuda. El abandono de un bebénacido es ilegal y pone al bebé en una situación de peligro extremo. Muchos bebés no volvieron a ver a su madre. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

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 Ángeles.

Historia de un bebé
A la mañana temprana 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 cambiase de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del periodo de 14 días que permite esta ley. También le dijeron 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.
**SOLE SOURCE CHECKLIST**

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<th>JUSTIFICATION FOR SOLE SOURCE CONTRACTS</th>
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- Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. Monopoly is an “Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”

- Compliance with applicable statutory and/or regulatory provisions.

- Compliance with State and/or federal programmatic requirements.

- Services provided by other public or County-related entities.

- Services are needed to address an emergent or related time-sensitive need.

- The service provider(s) is required under the provisions of a grant or regulatory requirement.

- Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.

- Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.

- It is more cost-effective to obtain services by exercising an option under an existing contract.

- It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

__________________________________________  ________________
Chief Executive Office                       Date

Services Contracting Manual
SOLE SOURCE QUESTIONNAIRE

It is the policy of the County, to solicit the maximum number of bids/proposals for a commodity or service from the largest relevant market and to select vendors on a competitive basis.

There are certain acquisitions which when in the best interest of the County, can only be obtained from a sole source. Sole source acquisitions must be justified in sufficient detail to explain the basis for suspending the usual competitive procurement process.


DOCUMENTATION FOR SOLE SOURCE JUSTIFICATION MUST INCLUDE RESPONSES TO THE FOLLOWING QUESTIONS:

Justification – Commodity/Services

1. **What is being requested?**

   Operating System (OS) consulting services for the migration and installation of the CAD sub-system software.

2. **Why is the product needed? – How will it be used?**

   The Department’s required time frame for project completion is critical and cannot be exceeded without extreme hardship. Due to an obsolete and non-supported operating system running on a legacy hardware platform, the Department has been faced with challenges in its ability to continue to operate and maintain the CAD subsystem in its current state. The CAD software must be migrated to the currently supported NonStop Kernal (NSK) OS on a new hardware platform as soon as possible. Hewlett Packard Enterprise (HPE) does not license, certify, or otherwise endorse any third party to provide the necessary OS consulting services needed for the CAD sub-system migration to the NonStop NSK OS environment.

3. **Is this brand of product the only one that meets the user’s requirements? If yes, what is unique about the product?**

   Yes. Hewlett Packard Enterprise (HPE) does not license, certify, or otherwise endorse any third party to provide the necessary OS consulting services needed for the CAD sub-system migration to the NonStop NSK OS environment.
4. **Have other products/vendors been considered? If yes, which products/vendors have been considered and how did they fail to meet the user’s requirements?**

No. Hewlett Packard Enterprise (HPE) does not license, certify, or otherwise endorse any third party to provide the necessary OS consulting services needed for the CAD sub-system migration to the NonStop NSK OS environment.

5. **Will purchase of this product avoid other costs, e.g. data conversion, training, purchase of additional hardware, etc.?**

NA

6. **Is the product proprietary or is it available from various dealers? Have you verified this?**

Yes. The requested services are proprietary. Yes. No other vendor offers a service or employs personnel qualified to provide Nonstop consulting services. Hewlett Packard Enterprise (HPE) does not license, certify, or otherwise endorse any third party to provide the necessary OS consulting services needed for the CAD sub-system migration to the NonStop NSK OS environment.

7. **Reasonableness of Price. Does the County obtain a special discount or pricing not available to the private sector? How does County pricing compare with other governmental entities?**

No. Pricing is aligned with general information technology consulting costs.

8. **If this purchase is an upgrade of existing equipment, what is the dollar value of existing equipment and the purchase order number for the existing equipment?**

NA
CONTRACT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
NORMAN L. FOGEL
FOR
CAD SOFTWARE MIGRATION AND UPGRADE SERVICES
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EXHIBITS

EXHIBIT A  Statement of Work
   Attachment A.1  –  As-Needed Maintenance
   Attachment A.2  –  Contract Discrepancy Report
EXHIBIT B  Pricing Sheet
EXHIBIT C  County’s Project Control Document
EXHIBIT D  Contractor’s EEO Certification
EXHIBIT E  County’s Administration
EXHIBIT F  Contractor’s Administration
EXHIBIT G  Acknowledgment, Confidentiality and Assignment Agreement
EXHIBIT H  Jury Service Ordinance
EXHIBIT I  Safely Surrendered Baby Law
CONTRACT
BETWEEN
COUNTY OF LOS ANGELES
AND
NORMAN L. FOGEL
FOR
CAD SOFTWARE MIGRATION AND UPGRADE SERVICES

This Contract, including all Exhibits and Attachments, is made and entered into this _____ day of ______________, 2019 by and between the County of Los Angeles (hereinafter “County”) on behalf of its Sheriff’s Department (hereinafter “Department”) and Norman L. Fogel (hereinafter “Consultant”), located at________________________,____________________, ______________.

RECITALS

WHEREAS, County owns and operates the Computer Aided Dispatch ("CAD") to primarily reduce audible voice traffic on the Department's radio system dispatching routine calls-for-service via typed messages read by deputies from the Mobile Digital Communications computer screens installed in patrol cars; and

WHEREAS, CAD is a subsystem of the Mobile Digital Communications System ("MDCS"), which operates 24-hours per day, seven days per week; and

WHEREAS, CAD's hardware is built on a framework that is no longer supported by the original manufacturer thereby requiring the Department to find parts to purchase via third party vendors or manufacturers who have refurbished or re-manufactured parts for the aging hardware; and

WHEREAS, CAD's current hardware and software combination has reached its capacity to accommodate new devices and has extremely limited ability to be expanded, updated or modified; and

WHEREAS, the software utilized with CAD cannot interface with or be upgraded to present-day communications technology; and

WHEREAS, County may contract with private individuals and businesses for consulting services (hereinafter “Services”) relating to a Computer Aided Dispatch (“CAD”) when certain requirements are met; and

WHEREAS, Consultant is a sole proprietor with no officers, employees, agents or subcontractors and any references within this Contract which may reference these additional persons shall be limited only to the individual Consultant; and

WHEREAS, County requires highly specialized individuals that possess industry skill expertise on CAD to assist with the Department's continued use of CAD during the time necessary for the County's future replacement of CAD (hereinafter "Services"); and

WHEREAS, Consultant possesses the necessary skills, qualifications, competence, license and expertise and, therefore, is qualified to perform such Services; and
WHEREAS, County does not have the requisite technical staff with the specific skills and expertise necessary to perform the Services; and

WHEREAS, County is authorized by the California Government Code, Section 31000 to contract for special services, including the Services described herein; and

WHEREAS, the Department has recommended to County’s Board of Supervisors that the selected Consultant is prepared and desires to provide to County the Services as described herein; and

NOW THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration, the parties agree as follows:

1. **INTERPRETATION**

1.1 **APPLICABLE DOCUMENTS**

The body of this document (hereinafter “Base Contract”), including without limitation the Recitals hereto along with Exhibits A, B, C, D, E, F, G, H, and I and all Attachments thereto, attached hereto, are all incorporated herein by reference and collectively form, and throughout and hereinafter are referred to as the “Contract”. 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, deliverable, goods, service or other work, or otherwise between this base Contract and the Exhibits and Attachments thereto, or between Exhibits and Attachments, such conflict or inconsistency shall be resolved by giving precedence first to this Base Contract and then to the Exhibits and Attachments according to the following descending priority.

EXHIBIT A Statement of Work
   Attachment A.1 – As-Needed Maintenance
   Attachment A.2 – Contract Discrepancy Report

EXHIBIT B Pricing Sheet
EXHIBIT C County’s Project Control Document
EXHIBIT D Contractor’s EEO Certification
EXHIBIT E County’s Administration
EXHIBIT F Contractor’s Administration
EXHIBIT G Acknowledgment, Confidentiality and Assignment Agreement
EXHIBIT H Jury Service Ordinance
EXHIBIT I Safely Surrendered Baby Law

1.2 **ENTIRE CONTRACT**

This Contract, including all Exhibits and Attachments hereto, constitutes the complete and exclusive statement of understanding between the parties and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of the
Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8 (Change Notices and Amendments) and signed by both parties.

2. **DEFINITIONS**

The Paragraph headings contained herein are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used.

2.1 **APPLICATION SOFTWARE**

As used herein, the term “Application Software” shall have the meaning specified in Paragraph 2.1.3 under Paragraph 2.0 (Project Assumptions) of Exhibit A (Statement of Work).

2.2 **BASE CONTRACT**

As used herein, the term “Base Contract” shall have the meaning specified in the Recitals above.

2.3 **BUSINESS DAY**

As used herein, the term “Business Day” shall mean Monday through Friday, excluding County observed holidays.

2.4 **BOARD OF SUPERVISORS; BOARD**

As used herein, the terms “Board of Supervisors” and “Board” shall mean County’s Board of Supervisors.

2.5 **CONFIDENTIAL INFORMATION**

As used herein, the term “Confidential Information” shall have the meaning specified in Paragraph 41.1 (Confidentiality).

2.6 **CONFIDENTIALITY AGREEMENT**

As used herein, the term “Confidentiality Agreement” shall mean and refer to the terms and conditions of Exhibit G (Acknowledgment, Confidentiality and Assignment Agreement).

2.7 **CONSULTANT**

As used herein, the term “Consultant” shall mean any qualified individual, limited liability company, sole proprietor, partnership or corporation that has entered into a Contract with County to perform the Services hereunder.

2.8 **CONTRACT**

As used herein, the term “Contract” shall mean the agreement executed between County and Consultant consisting of the terms and conditions for the provision of the tasks, subtask, deliverables, goods, services and other work set forth herein, including Exhibit A (Statement of Work), as further defined in Paragraph 1.1 (Applicable Documents).

2.9 **CONTRACT SUM**

As used herein, the term “Contract Sum” shall have the meaning specified in Paragraph 5.1 under Paragraph 5 (Contract Sum).

2.10 **COUNTY**

As used herein, the term “County” shall mean the County of Los Angeles, California.
2.11 COUNTY’S ADMINISTRATION
As used herein, the term “County’s Administration” shall have the meaning specified in Paragraph 6.1 (County’s Administration).

2.12 COUNTY MATERIALS
As used herein, the term “County Materials” shall have the meaning specified in Paragraph 41 (Proprietary Rights).

2.13 COUNTY’S PROJECT DIRECTOR
As used herein, the term “County’s Project Director” shall have the meaning specified in Paragraph 6.2 (County’s Project Director).

2.14 COUNTY’S PROJECT MANAGER
As used herein, the term “County’s Project Manager” shall have the meaning specified in Paragraph 6.3 (County’s Project Manager).

2.15 DAY(S)
As used herein, the term “Day(s)”, whether singular or plural, shall mean calendar day(s), unless otherwise specified.

2.16 DEFICIENCY; DEFICIENCIES
As used herein, the term “Deficiency(ies)”, whether singular or plural, shall mean and include, as applicable; any failure to meet or comply with, or deviation from the requirements of this Contract, including the Statement of Work and/or any executed Change Notice or Amendment hereunder, mutually agreed upon standards, industry standards or any other representations or warranties by Consultant under this Contract regarding the Services relating to the CAD, any executed Change Notice or Amendment, or any other Services or work provided by Consultant hereunder.

2.17 DEPARTMENT
As used herein, the term “Department” shall mean County’s Sheriff’s Department.

2.18 DISABLING DEVICE
As used herein, the term “Disabling Device” shall have the meaning specified in Paragraph 64.2 (Disabling Device).

2.19 EFFECTIVE DATE
As used herein, the term “Effective Date” shall mean the date of execution of this Contract by County and Consultant.

2.20 EXTENDED TERM
As used herein, the term “Extended Term” shall have the meaning specified in Paragraph 4 (Term of Contract).

2.21 FISCAL YEAR
As used herein, the term “Fiscal Year” shall mean the twelve (12) month period beginning July 1st and ending the following June 30th.
2.22 **FIXED HOURLY RATE**
As used herein, the term “Fixed Hourly Rate” shall mean the hourly rate specified in Exhibit B (Pricing Sheet) for Services that Consultant shall provide under this Contract.

2.23 **PRICING SHEET**
As used herein, the term “Pricing Sheet” shall mean the pricing terms relating to this Contract as specified in Exhibit B (Pricing Sheet).

2.24 **PROJECT CONTROL DOCUMENT; PCD**
As used herein, the terms “Project Control Document” and “PCD” shall have the meaning specified in Paragraph 4.2 (Project Planning and Management) of Exhibit A (Statement of Work).

2.25 **SERVICES**
As used herein, the term “Services” shall mean the consulting services relating to the CAD to be provided by Consultant during the term of, and pursuant to, this Contract, including as described in Exhibit A (Statement of Work).

2.26 **SHERIFF**
As used herein, the term “Sheriff” shall mean the elected official who is the Sheriff of the County of Los Angeles.

2.27 **STATE**
As used herein, the term “State” shall mean the State of California, USA.

2.28 **STATEMENT OF WORK; SCOPE OF WORK; SOW**
As used herein, the terms “Statement of Work”, “SOW” and “Scope of Work” shall mean and refer to the tasks, subtasks, deliverables, goods, services and other work set forth in Exhibit A (Statement of Work), including all Attachments thereto, or any applicable executed Change Notice or Amendment, or provided by Consultant to County under the terms of the Contract.

2.29 **SUBTASK(S)**
As used herein, the terms “Subtask(s)” and “subtask(s)”, whether singular or plural, shall mean any of the areas of Services to be performed by Consultant under this Contract, including those set forth in Exhibit A (Statement of Work) and any applicable executed Change Notice or Amendment.

2.30 **TASK(S)**
As used herein, the terms “Task(s)” and “task(s)”, whether singular or plural, shall mean any of the areas of Services to be performed by Consultant under this Contract, including those set forth in Exhibit A (Statement of Work) and any applicable executed Change Notice or Amendment.

3. **WORK / APPROVAL OF WORK**

3.1 Pursuant to the provisions of this Contract, upon County’s notice to proceed, Consultant shall fully perform, complete and deliver on time and in accordance with the terms of the Contract, all tasks, subtasks, deliverables, goods, services and other work as set forth herein, including Exhibit A (Statement of Work), any applicable executed Change Notice or Amendment and any Services duly authorized by County's Project Director or authorized designee to be performed by Consultant on a time and material basis.
3.2 If Consultant provides any tasks, subtasks, deliverables, goods, services or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of Consultant, and Consultant shall have no claim whatsoever against County.

3.3 All Services provided by Consultant under this Contract must have the written approval of County’s Project Director, County’s Project Manager or their respective authorized designee(s). In no event shall County be liable or responsible for any payment prior to such written approval.

3.4 Notwithstanding the foregoing, the timelines for County’s approval of Consultant’s Services and Consultant’s curing of the problems shall not revise the dates for completion of Services as described in the Exhibit C (County’s Project Control Document).

3.5 AS-NEEDED MAINTENANCE

Consultant shall provide to County as-needed maintenance in accordance with the terms of the Contract, including Attachment A.1 (As-Needed Maintenance) to Exhibit A (Statement of Work), any applicable executed Change Notice or Amendment, and any Services duly authorized by County's Project Director or authorized designee to be performed by Consultant on an as-needed basis.

4. TERM OF CONTRACT

4.1 The term of this Contract shall commence upon the Effective Date and shall continue for one (1) year thereafter, unless sooner terminated or extended, in whole or in part, as provided in this Contract (hereinafter “Initial Term”).

4.2 At the end of the Initial Term, this Contract may be extended for up to five (5) additional one-year option terms (hereinafter “Extended Term”) one year at a time; provided, however, that if County and Contractor mutually agree to not exercise an option to extend at the end of the Initial Term or the Extended Term, as applicable, the remaining option(s) shall lapse. County shall be deemed to have exercised its extension options automatically, without further act, unless, no later than thirty (30) days prior to the expiration of the Initial Term or the Extended Term, as applicable, the Sheriff or authorized designee notifies Consultant in writing that County elects not to extend the Contract pursuant to this Paragraph 4.2.

4.3 Consultant shall notify County when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Consultant shall send written notification to County’s Project Director, with a copy to County’s Project Manager, at the address set forth in Exhibit E (County’s Administration).

4.4 County maintains databases that track/monitor Consultant performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise a Contract term extension option.

5. CONTRACT SUM

5.1 The Contract Sum under this Contract shall be the maximum total monetary amount payable by County to Consultant for supplying all tasks, subtasks, deliverables, goods, services and other work provided by Consultant during the term of the Contract and shall not exceed Nine Hundred Thousand Dollars ($900,000), as further detailed in Exhibit B (Pricing Schedule). There is no guarantee that the entire Contract Sum amount shall be paid to Consultant under this Contract. Should Consultant not work the Maximum Hours detailed in Exhibit B prior to the end of any Contract year, the balance of hours remaining shall not roll forward to any subsequent Contract year and County shall regard such balance as forfeit.
5.2 Consultant shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein.

5.3 Consultant shall maintain a system of record keeping that will allow Consultant to determine when it has incurred seventy-five percent (75%) of the Contract Sum. Upon occurrence of this event, Consultant shall send written notification to County’s Project Director, with a copy to County’s Project Manager, at the address set forth in Exhibit E (County’s Administration).

5.4 **NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/ TERMINATION OF CONTRACT**

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

5.5 **INVOICES AND PAYMENTS**

5.5.1 Consultant shall invoice County only for providing the tasks, subtasks, deliverables, goods, services and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder, including any applicable executed Change Notice or Amendment. Consultant shall prepare invoices, which shall include the charges owed to Consultant by County under the terms of this Contract. Consultant’s payments shall be as provided in Exhibit B (Pricing Schedule). Unless otherwise agreed to in an executed Change Notice or Amendment, Consultant shall be paid in arrears only for the tasks, subtasks, deliverables, goods, services and other work approved and accepted in writing by County. If County does not approve and accept any work in writing, no payment shall be due to Consultant for that work.

5.5.2 Consultant’s invoices shall be priced in accordance with Exhibit B (Pricing Schedule) and shall contain the information set forth in Exhibit A (Statement of Work) or any applicable executed Change Notice or Amendment describing the tasks, subtasks, deliverables, goods, services, and/or other work for which payment is claimed. Consultant’s Services amount shall not increase beyond those specified in Exhibit B (Pricing Schedule) during the term of the Contract.

5.5.3 Consultant shall submit all invoices to County’s Project Director, with a copy to the Division Budget Representative for the Department’s Technology and Support Division, within thirty (30) calendar days following County’s approval and acceptance of the Services invoiced at the addresses set forth in Exhibit E (County’s Administration). The invoices shall be in a form approved by County’s Project Director and shall meet the following requirements:

(a) Invoices must contain the Contract Number.

(b) Invoices must contain the Consultant’s Name, address and phone number.

(c) Invoices must include the number(s) and description of the Tasks(s) and/or executed Change Notice or Amendment being invoiced.

(d) Must include the calendar period [FROM] [TO] for which payment is due.
(e) Must include an accounting of hours worked, per work day, for the period specified in the invoice. The accounting of all hours worked shall be documented in a form and format approved by County’s Project Director.

(f) Invoices must be submitted to County’s Project Director, with a copy to the Division Budget Representative for the Department’s Technology and Support Division.

(g) Upon approval by County’s Project Director, payments will be processed by County in a timely manner.

5.5.4 Payments for the Services provided under this Contract will be processed monthly in arrears within thirty (30) days following receipt by all necessary County personnel identified above of a properly submitted undisputed invoice, provided that Consultant is not in default under any provision of the Contract and has submitted a complete and accurate invoice due, along with supporting documentation.

Payment may be subject to deduction for failure to meet performance standards as defined in the Contract, the Statement of Work and/or any applicable executed Change Notice or Amendment.

5.5.5 County may delay the last payment due until one (1) month after the termination of the Contract. Consultant shall be liable for payment on thirty (30) days written notice of any offset authorized by the Contract not deducted from any payment made by County to Consultant.

5.5.6 COUNTY APPROVAL OF INVOICES

All invoices submitted by Consultant for payment must have the written approval of County’s Project Director, or authorized designee, prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

6. ADMINISTRATION OF CONTRACT – COUNTY

6.1 COUNTY’S ADMINISTRATION

A listing of all County personnel responsible for the administration of this Contract on behalf of County (hereinafter “County’s Administration”), is set forth in Exhibit E (County’s Administration). No member of County’s Administration is authorized to make any changes in any of the terms and conditions of this Contract unless specifically authorized under Paragraph 8 (Change Notices and Amendments). Unless otherwise specified, reference to each of the persons identified in Exhibit E (County’s Administration) shall also include his/her authorized designee. County shall notify Consultant in writing of any change in the names or addresses shown.

6.2 COUNTY’S PROJECT DIRECTOR

County’s Project Director will be responsible for ensuring that the objectives of this Contract are met. County’s Project Director will have the right at all times to inspect any and all tasks, subtasks, deliverables, goods and other Services provided by or on behalf of Consultant. All work performed under this Contract shall be subject to the approval of County’s Project Director or authorized designee.

6.3 COUNTY’S PROJECT MANAGER

County’s Project Manager will be responsible for ensuring that the technical, business and operation standards and requirements of this Contract are met, and for overseeing the day-to-day administration of this Contract. County’s Project Manager shall have full authority to supervise
Consultant’s performance in the daily operation of this Contract and shall also provide direction to Consultant in areas relating to policy, procedures and other matters within the purview of this Contract. County’s Project Manager will on a regular basis interface with Consultant’s Project Manager. County’s Project Manager will report to County’s Project Director regarding Consultant’s performance with respect to the technical, business and operational standards and requirements of this Contract.

7. ADMINISTRATION OF CONTRACT - CONSULTANT

7.1 CONTRACTOR’S ADMINISTRATION

Consultant is identified in Exhibit F (Contractor’s Administration). Consultant is not authorized to make any changes to any of the terms and conditions of this Contract unless specifically authorized under Paragraph 8 (Change Notices and Amendments). Consultant shall notify County in writing of any change in the name or addresses shown. Consultant shall be fully fluent in both spoken and written English.

7.2 BACKGROUND AND SECURITY INVESTIGATIONS

7.2.1 Consultant performing services under this Contract who is in a designated sensitive position, as determined by County in its sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform Services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of Consultant, regardless if the Consultant passes or fails the background investigation.

Consultants providing Services under the Contract shall comply with all applicable privacy and security protocols of County facilities where such Services may be performed.

7.2.2 County may request that Consultant be immediately removed from working on the County Contract at any time during the term of this Contract. County will not provide to Consultant any information obtained through County conducted background clearance.

7.2.3 County may immediately, at its sole discretion, deny or terminate facility access to any consultant that does not pass such investigation(s) or whose background or conduct is incompatible with County facility access to the satisfaction of County.

7.3 CONSULTANT’S IDENTIFICATION

Consultant shall, at its sole expense, furnish and be required under this Contract at a County facility to wear a visible photo identification badge identifying employee by name, physical description and company. Such badge shall display on employee’s person at all times he/she is on County designated property.

8. CHANGE NOTICES AND AMENDMENTS

8.1 Neither Consultant nor any representative of County, including those named in this Contract, is authorized to make any changes in any of the terms, obligations or conditions of this Contract, except through the procedures set forth in this Paragraph 8. County and Contractor shall agree in writing to any proposed change to the work required under this Contract, or to amend such other terms and conditions which may become necessary. Any such revisions shall be accomplished only as provided in this Paragraph 8.
8.2 For any change which does not materially affect the scope of work, Contract Sum or any other term or condition included under this Contract, a Change Notice may be prepared in writing and signed by County’s Project Director, or authorized designee, and Consultant. Consistent with the foregoing, County’s Project Director or authorized designee is specifically authorized to execute Change Notices to update Exhibit C (County’s Project Control Document) at any time throughout the term of this Contract.

8.3 Except as otherwise provided in this Contract, for any change which materially affects the scope of work, Contract Sum or any term or condition included in this Contract, a negotiated Amendment to this Contract shall be required to be executed in writing by County’s Board of Supervisors and Consultant’s authorized representative(s).

8.4 County’s Board of Supervisors, Chief Executive Officer or authorized designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by County’s Board of Supervisors or Chief Executive Officer. To implement such changes specified in this Paragraph 8.4, an Amendment to the Contract shall be prepared and executed by Consultant's authorized representative(s) and the Sheriff.

8.5 **EXTENSIONS OF TIME**

8.5.1 Notwithstanding any other provision of this Paragraph 8, and to the extent that extensions of time for Consultant’s performance do not impact either the scope of Work or cost of this Agreement, County’s Project Director, in his/her sole discretion, may grant Consultant extensions of time in writing for the Work listed in Exhibit C (County’s Project Control Document), provided such extensions do not exceed a total of ninety (90) calendar days beyond the agreed-to Project Schedule as found in Exhibit C (County’s Project Control Document).

8.5.2 In such event, and prior to granting such extension of time, County will initiate a formal Project Review pursuant to Paragraph 4.2.1. of Exhibit A (Statement of Work). In like manner, County will initiate a formal Project Review for each subsequent ninety (90) day extension thereafter. Each Project Review may result in 1) an assessment of the project’s progress to-date, 2) an assessment of the future success of the project, 3) remedial recommendations for continued Work, or 4) a recommendation for termination of the Agreement.

9. **ASSIGNMENT AND DELEGATION**

9.1 Consultant shall not assign its rights or delegate its duties under this Contract.

9.2 [Intentionally Omitted]

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

10. **AUTHORIZATION WARRANTY**

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

11. BUDGET REDUCTIONS

In the event that County’s Board of Supervisors adopts, in any Fiscal Year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation under this Contract correspondingly for that Fiscal Year and any subsequent Fiscal Year during the term of this Contract (including any extensions), and the Services and other work to be provided by Consultant under this Contract shall also be reduced correspondingly. County’s notice to Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board’s approval of such actions. Notwithstanding the preceding sentence, Consultant shall retain the option to either agree to budget reductions or terminate Work for convenience pursuant to paragraph 49 (Termination for Convenience) without further liability.

12. COMPLIANCE WITH APPLICABLE LAW

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

13. COMPLIANCE WITH CIVIL RIGHTS LAWS

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

14. COMPLIANCE WITH COUNTY’S JURY SERVICE PROGRAM

JURY SERVICE PROGRAM

This Contract is subject to the provisions of the County’s ordinance entitled Contractor Employee Jury Service (“Jury Service Program”) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit H (Jury Service Ordinance) and incorporated herein by reference.

15. CONFLICT OF INTEREST

15.1 No County employee whose position with County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by Consultant or have any other direct or indirect financial interest in this Contract. No officer or employee of Consultant 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.
15.2 Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Consultant warrants that it is not now aware of any facts that create a conflict of interest. If Consultant 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, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 15 shall be a material breach of this Contract.

16. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR ON RE-EMPLOYMENT LIST

If applicable, should Consultant require additional or replacement personnel after the Effective Date to perform the services set forth herein, Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the term of this Contract.

17. CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

17.1 If applicable, should the Consultant require additional or replacement personnel after the Effective Date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County’s Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant’s minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. Consultant shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

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

18. CONTRACTOR RESPONSIBILITY AND DEBARMENT

18.1 RESPONSIBLE CONTRACTOR

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is County’s policy to conduct business only with responsible contractors.

18.2 CHAPTER 2.202 OF THE COUNTY CODE

Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Consultant on this or other contracts which indicates that Consultant is not responsible, County may, in addition to other remedies provided in the Contract, debar Consultant 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 Consultant may have with County.
18.3 **NON-RESPONSIBLE CONTRACTOR**

County may debar a Consultant if the Board of Supervisors finds, in its discretion, that Consultant has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on Consultant’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, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

18.4 **CONTRACTOR HEARING BOARD**

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

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

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

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

18.4.5 The Consultant Hearing Board will consider a request for review of a debarment determination only where (i) Consultant has been debarred for a period longer than five (5) years; (ii) the debarment has been in effect for at least five (5) years; and (iii) 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 Consultant Hearing Board will provide notice of the hearing on the request. At the hearing, the Consultant Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Consultant Hearing Board pursuant to the same procedures as for a debarment hearing.

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

18.5 **Subcontractors of Contractor**

These terms of this Paragraph 18 shall also apply to subcontractors of County contractors.

19. **Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law**

Consultant acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Consultant understands that it is County’s policy to encourage all County Consultants to voluntarily post County’s “Safely Surrendered Baby Law” poster in a prominent position at Consultant’s place of business. Consultant will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor’s place of business. Information and posters for printing are available at www.babysafela.org.

20. **Contractor's Warranty of Adherence to County's Child Support Compliance Program**

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

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

21. **Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program**

Consultant acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Consultant qualifies for an exemption or exclusion, Consultant warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

22. **County's Quality Assurance Plan**

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

23. DAMAGE TO COUNTY FACILITIES, BUILDINGS AND GROUNDS

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

23.2 If Consultant 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 Consultant by cash payment upon demand, or by applying invoice credits to the County’s current invoice(s).

24. EMPLOYMENT ELIGIBILITY VERIFICATION

24.1 Consultant warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Consultant shall retain all such documentation for all covered employees for the period prescribed by law.

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

25. FACSIMILE REPRESENTATIONS

County and Consultant hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments and Change Notices prepared pursuant to Paragraph 8 (Change Notices and Amendments) and elsewhere in the Contract, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments and Change Notices to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of “original” versions of such documents.

26. FAIR LABOR STANDARDS

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

27. FORCE MAJEUERE

27.1 Neither party shall be liable for such party’s failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine
restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph 27 as “force majeure events”).

27.2 Notwithstanding the foregoing, a default by Consultant shall not constitute a force majeure event, unless such default arises out of causes beyond the control of Consultant, and without any fault or negligence of Consultant.

28. GOVERNING LAW, JURISDICTION AND VENUE
This Contract shall be governed by, and construed in accordance with, the laws of the State of California. Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

29. INDEPENDENT CONTRACTOR STATUS
29.1 This Contract is by and between County and Consultant 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 Consultant. 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.

29.2 Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. 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 Consultant.

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

29.4 Consultant shall adhere to the provisions stated in Paragraph 41 (Confidentiality and Security).

30. INDEMNIFICATION
County shall indemnify, defend, and hold the Consultant harmless from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with County’s acts and/or omissions arising from and/or relating to this Agreement.

31. INSURANCE
31.1 General Insurance Requirements
Consultant shall provide and maintain at his own expense insurance coverage satisfying the requirements specified in this Paragraph 31, including Paragraph 31.4 (Insurance Coverage Requirements), of this Contract. These minimum insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other contractual obligation
imposed upon Consultant pursuant to this Contract. County acknowledges that Consultant’s General Liability insurance may not fully cover County for losses caused by Consultant. However, County agrees that Consultant, so long as the Services are provided with good faith efforts due to the obsolete nature of both the hardware and software, shall not be liable for any amounts over Consultant's required General Liability insurance, whether a claim is made by the County or a third party.

31.2 **Evidence of Coverage and Notice to County**

31.2.1 A certificate(s) of insurance coverage (Certificate) satisfactory to County and a copy of an Additional Insured endorsement confirming that County and its Agents (defined below) have been given Insured status under Consultant’s General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.

31.2.2 Renewal Certificates shall be provided to County not less than ten (10) days prior to Consultant’s policy expiration dates. County reserves the right to obtain complete, certified copies of any required Consultant and/or subcontractor insurance policies at any time.

31.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of Consultant identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County-required endorsement forms.

31.2.4 Neither County’s failure to obtain, nor County’s receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Consultant, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to County’s Project Director, with a copy to County’s Project Manager, at the address set forth in Exhibit E (County’s Administration).

Consultant also shall promptly report to County any injury or property damage accident or incident, including any injury to a Consultant employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Consultant. Consultant also shall promptly notify County of any third party claim or suit filed against Consultant or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Consultant and/or County.

31.3 **Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Consultant’s General Liability policy with respect to liability arising out of Consultant’s ongoing and completed operations performed on behalf of County. County and its Agents’ additional insured status shall apply with respect to liability and defense of suits arising out of Consultant’s acts or omissions, whether such liability is attributable to Consultant or to County. The full policy limits and scope of protection also shall apply to County and its Agents as an additional insured, even if they exceed County’s minimum Required Insurance specifications.
herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

31.3.1 CANCELLATION OF OR CHANGES IN INSURANCE
Consultant shall provide County, or Consultant’s insurance policies shall contain, a provision that County shall receive written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance of any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Contract, in the sole discretion of County, upon which County may suspend or terminate this Contract.

31.3.2 FAILURE TO MAINTAIN INSURANCE
Consultant’s failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Consultant and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Consultant resulting from said breach. Alternatively, County may purchase the Required Insurance and, without further notice to Consultant, deduct the premium cost from sums due to Consultant or pursue Consultant reimbursement.

31.3.3 INSURER FINANCIAL RATINGS
Coverage shall be placed with insurers acceptable to County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

31.3.4 CONTRACTOR’S INSURANCE SHALL BE PRIMARY
Consultant’s insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Consultant. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Consultant coverage.

31.3.5 INTENTIONALLY OMITTED

31.3.6 DEDUCTIBLES AND SELF-INSURED RETENTIONS (SIRS)
Consultant’s policies shall not obligate County to pay any portion of any Consultant deductible or SIR. County retains the right to require Consultant to reduce or eliminate policy deductibles and SIRs as respects County.

31.3.7 CLAIMS MADE COVERAGE
If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the Effective Date of this Contract.

31.3.8 APPLICATION OF EXCESS LIABILITY COVERAGE
Consultant may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.
31.3.9 SEPARATION OF INSUREDs
All liability policies shall provide cross liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

31.3.10 COUNTY REVIEW AND APPROVAL OF INSURANCE REQUIREMENTS
County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County’s determination of changes in risk exposures.

31.4 INSURANCE COVERAGE REQUIREMENTS
31.4.1 GENERAL LIABILITY
Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

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

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

32.2 [INTENTIONALLY OMITTED]

33. STANDARD OF SERVICES
Consultant's Services performed under this Contract shall conform to high professional standards as they exist in Consultant's profession or field of practice. If Consultant's Services provided under this Contract fail to conform to such high professional standards, upon notice from County specifying the failure of performance, Consultant shall, at Consultant's sole expense, re-perform such Services. Consultant shall, at its own expense, correct any data in which (and to extent that) errors have been caused by Consultant or by any tools introduced by Consultant into the System for the purpose of performing Services hereunder.

34. NONDISCRIMINATION AND AFFIRMATIVE ACTION
34.1 Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
34.2 Consultant shall certify to, and comply with, the provisions of Exhibit D (Contractor’s EEO Certification).

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

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

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

34.6 Consultant shall allow County representatives access to Consultant’s employment records during regular business hours to verify compliance with the provisions of this Paragraph 34 when so requested by County.

34.7 If County finds that any provisions of this Paragraph 34 have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate or suspend this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Consultant has violated the anti-discrimination provisions of this Contract.

34.8 The parties agree that in the event Consultant violates any of the anti-discrimination provisions of this Contract, County shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

35. **NON-EXCLUSIVITY**

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

36. **NOTICE OF DELAYS**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) Business Day, give notice thereof, including all relevant information with respect thereto, to the other party.
37. **NOTICE OF DISPUTES**

Consultant shall bring to the attention of County’s Project Director and County’s Project Manager any dispute between County and Consultant regarding the performance of services as stated in this Contract. If County’s Project Director, with assistance from County's Project Manager, is not able to resolve the dispute, the Sheriff or authorized designee shall make a final resolution which shall bind both County and Consultant.

38. **NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

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

39. **NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

Consultant shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I (Safely Surrendered Baby Law) of this Contract and is also available on the Internet at www.babysafela.org.

40. **NOTICES**

40.1 Notices required or permitted to be given under the terms of this Contract or by any law now or hereafter in effect may, at the option of the party giving notice, be given by personal delivery or by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or substation thereof, or any public mail box.

The notices and envelopes containing same to County shall be addressed to the applicable parties as identified in Exhibit E (County’s Administration).

The notices and envelopes containing same to Consultant shall be addressed to the applicable parties as identified in Exhibit F (Contractor’s Administration).

Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other. The Department’s authorized designee shall have the authority to issue all notices or demands required or permitted by County under this Contract.

40.2 In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to Consultant.

41. **CONFIDENTIALITY AND SECURITY**

41.1 **CONFIDENTIALITY**

41.1.1 **CONFIDENTIAL INFORMATION**

Consultant shall maintain the confidentiality of all records and information, events and circumstances which occur during the course of Consultant’s performance under the Contract, including County Materials (hereinafter “Confidential Information”), in accordance with all
applicable Federal, State and local laws, rules, regulations, ordinances, guidelines, policies and procedures, and directives relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

Notwithstanding anything herein to the contrary, Consultant acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to which Consultant discloses such confidential information.

41.1.2 DISCLOSURE OF INFORMATION

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

Without limiting the generality of the preceding paragraph, in the event Consultant receives any court or administrative agency order, service of process, or request by any person or entity (other than Consultant’s professionals) for disclosure of any such details, Consultant shall immediately notify County’s Project Director. Thereafter, Consultant 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, Consultant 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.

41.2 [INTENTIONALLY OMITTED]
41.3 [INTENTIONALLY OMITTED]
41.4 [INTENTIONALLY OMITTED]
41.5 [INTENTIONALLY OMITTED]
41.6 REMEDIES

Consultant acknowledges that a breach by Consultant of this Paragraph 41 may result in irreparable injury to County, County shall have the right to seek injunctive relief to enforce the provisions of this Paragraph 41. The provisions of this Paragraph 41 shall survive the expiration or termination of this Contract.

Consultant shall take all reasonable actions necessary or advisable to protect the County under this agreement from loss or damage by any cause.

42. PUBLIC RECORDS ACT

42.1 Any documents submitted by Consultant; all information obtained in connection with County’s right to audit and inspect Consultant’s documents, books, and accounting records pursuant to Paragraph 44 (Record Retention and Inspection/Audit Settlement) of this Contract become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements that meet the exceptions set forth
in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked “trade secret”, “confidential” or “proprietary”. County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

43. PUBLICITY

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

- Consultant shall develop all publicity material in a professional manner; and
- During the term of this Contract, Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name or any seals of County or Department without the prior written consent of County’s Project Director or authorized designee. County shall not unreasonably withhold written consent.

43.2 Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 43 shall apply.

44. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

Consultant shall maintain accurate and complete records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Consultant agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material shall be kept and maintained by Consultant and shall be made available to County during the term of this Contract 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 Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County’s option, Consultant shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

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

44.2 Failure on the part of Consultant to comply with any of the provisions of this Paragraph 44 shall constitute a material breach of this Contract upon which County may terminate or suspend this Contract.

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

45. **RECYCLED BOND PAPER**
Consistent with the Board of Supervisors’ policy to reduce the amount of solid waste deposited at County landfills, Consultant agrees to use recycled-content paper to the maximum extent possible on this Contract.

46. **SUBCONTRACTING**
The requirements of this Contract may not be subcontracted by Consultant under any circumstances. Any attempt by Consultant to subcontract will be deemed a material breach of this Contract.

47. **TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM**
Failure of Consultant to maintain compliance with the requirements set forth in Paragraph 20 (Contractor’s Warranty of Adherence to County’s Child Support Compliance Program), shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Consultant to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Contract pursuant to Paragraph 50 (Termination for Default) and pursue debarment of Consultant pursuant to County Code Chapter 2.202.

48. **TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX PROGRAM**
Failure of Consultant to maintain compliance with the requirements set forth in Paragraph 21 (Contractor’s Warranty of Compliance with County’s Defaulted Property Tax Reduction Program), shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Consultant to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Consultant pursuant to County Code Chapter 2.206.

49. **TERMINATION FOR CONVENIENCE**
49.1 Either County or Consultant may terminate this contract for convenience, in whole or in part, from time to time, when such action is deemed by either party to be in their best interest. Termination of work hereunder shall be effected by notice of termination to either party specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

49.2 After receipt of a notice of termination and except as otherwise directed by County, Consultant shall:
• Stop work under this Contract on the date and to the extent specified in such notice, and
• Complete performance of such part of the work as shall not have been terminated by such
  notice.

49.3 After receipt of the Notice of Termination, Consultant shall submit to County, in the form and
with the certifications as may be prescribed by County, its termination claim and invoice. Such
claim and invoice shall be submitted promptly, but not later than one (1) month from the
effective date of termination. Upon failure of Consultant to submit its termination claim and
invoice within the time allowed, County may determine, on the basis of information available to
County, the amount, if any, due to Consultant in respect to the termination and such
determination shall be final. After such determination is made, County shall pay Consultant the
amount so determined.

49.4 Subject to the provisions of Paragraphs 49.1 and 49.2 above, County and Consultant shall
negotiate an equitable amount to be paid to Consultant by reason of the total or partial
termination of work pursuant to this Paragraph 49. County shall pay the agreed amount; subject
to other limitations and provided that such amount shall not exceed the total funding obligated
under this Contract as reduced by the amount of payments otherwise made and as further reduced
by the contract price of work not terminated.

49.5 All material including books, records, documents, or other evidence bearing on the costs and
expenses of Consultant under this Contract shall be maintained by Consultant in accordance with
Paragraph 44 (Record Retention and Inspection/Audit Settlement).

50. TERMINATION FOR DEFAULT

50.1 County may, by written notice to Consultant, terminate the whole or any part of this Agreement
if:

(a) Consultant fails to timely provide and/or satisfactorily perform any task, subtask,
deliverable, goods, service or other Work within the times specified in this Agreement,
including the finalized Detailed Work Plan or Project Schedule; or

(b) Consultant fails to demonstrate a high probability of timely fulfillment of the
performance requirements under this Agreement; or

(c) Consultant fails to make progress as to endanger performance of this Agreement in
accordance with its terms; or

(d) Consultant in performance of Work under the Agreement fails to comply with the
requirements of this Agreement, including but not limited to the Statement of Work and
Exhibit C (County’s Project Control Document); or

(e) Consultant fails to perform or comply with any other provisions of this Agreement or
materially breaches this Agreement.

Unless a shorter cure period is expressly provided in this Agreement, termination shall take effect
if Contractor does not cure such failure or fails to correct such failure or breach within thirty (30)
days (or such longer period as County may authorize in writing) of receipt of written notice from
County specifying such failure or breach.
Notwithstanding the foregoing, Contractor shall not be entitled to any cure period, and County may terminate immediately, in the event that Contractor’s failure to perform or comply is not reasonably capable of being cured.

50.2 If, after County has given notice of termination under the provisions of this Paragraph 50, it is determined by County that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 49 (Termination for Convenience).

50.3 [Intentionally Omitted]

51. TERMINATION FOR IMPROPER CONSIDERATION

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

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

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

52. TERMINATION FOR INSOLVENCY

52.1 County may terminate this Contract forthwith in the event of the occurrence of any of the following:

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

- The filing of a voluntary or involuntary petition regarding Consultant under the Federal Bankruptcy Code;

- The appointment of a Receiver or Trustee for Consultant; or

- The execution by Consultant of a general assignment for the benefit of creditors.

52.2 The rights and remedies of County provided in this Paragraph 52 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

53. TERMINATION FOR NON-ADHERENCE TO COUNTY LOBBYIST ORDINANCE

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

54. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, County shall not be obligated for Consultant’s performance hereunder or by any provision of this Contract during any of County’s future Fiscal Years unless and until the Board of Supervisors appropriates funds for this Contract in County’s budget for each such future Fiscal Year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last Fiscal Year for which funds were appropriated. County shall notify Consultant in writing of any such non-allocation of funds at the earliest possible date.

55. VALIDITY

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

56. WAIVER

No waiver by County of any breach of any provision of this Contract 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 this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 56 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

57. WARRANTY AGAINST CONTINGENT FEES

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

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

58. COUNTY LOBBYISTS

Each County lobbyist as defined in Los Angeles County Code Section 2.160.010, retained by Consultant, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of any County lobbyist retained by Consultant to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract. Consultant shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Contract. Consultant warrants that it is not now aware of any facts which do or could create a conflict of interest. If Consultant hereafter becomes aware of any facts which 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, but is
not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

59. PROPRIETARY RIGHTS
All materials, data and other information of any kind obtained from County personnel, and all materials, data, reports and other information of any kind developed by Consultant under this Contract are confidential to and are solely the property of County. This paragraph 59 shall survive the expiration or other termination of this Contract.

60. LICENSES, PERMITS, REGISTRATIONS AND CERTIFICATES
Consultant shall obtain and maintain in effect during the term of this Contract all licenses, permits, registrations, accreditations and certificates, if any, required by all Federal, State, and local laws, ordinances, rules, and regulations, which are applicable to the performance of this Contract, and shall further ensure that all of its officers, employees and agents who perform Services and other work hereunder shall obtain and maintain in effect during the term of this Contract all licenses, permits, registrations, accreditations and certificates which are applicable to their performance of Services and other work hereunder. A copy of each such license, permit, registration, accreditation and certificate required by law shall be provided to County’s Project Director, with a copy to County’s Project Manager, at the address set forth in Exhibit E (County's Administration) upon request.

61. PROHIBITION AGAINST INDUCEMENT AND PERSUASION
Notwithstanding the above, Consultant and County agree that, during the term of this Contract and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

62. TIME OFF FOR VOTING
Consultant shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (California Elections Code Section 14000). Not less than ten (10) calendar days before every statewide election, every Consultant and subcontractor shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of California Elections Code Section 14000.

63. COMPLIANCE WITH COUNTY’S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING
Consultant acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Consultant or member of Consultant’s staff is convicted of a human trafficking offense, the County shall require that the Consultant or member of Consultant’s staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.
Disqualification of any member of Consultant’s staff pursuant to this paragraph shall not relieve Consultant of its obligation to complete all work in accordance with the terms and conditions of this Contract.

64. Warranties

64.1 Warranty Obligations

Consultant represents, warrants, covenants and agrees that throughout the term of this Contract:

1. Consultant shall strictly comply with the descriptions and representations as set forth in Exhibit A (Statement of Work), with all Attachments thereto, and any applicable executed Change Notice or Amendment.

2. All tasks, subtasks, goods, services, and other work shall be performed in a timely and professional manner by qualified personnel.

3. All tasks, subtasks, goods, services, and other work shall be completed in accordance with this Contract, and any other applicable requirements.

64.2 Disabling Device

Consultant represents and warrants that Consultant shall not intentionally cause any unplanned interruption of the operations of, or accessibility to any of County’s systems or any component through any device, method or means including, without limitation, the use of any “virus”, “lockup”, “time bomb”, or “key lock”, “worm”, “back door” or “Trojan Horse” device or program, or any disabling code, which has the potential or capability of compromising the security of County’s Confidential Information or of causing any unplanned interruption of the operations of, or accessibility of any such County system or any component to County or any user or which could alter, destroy, or inhibit the use of any such system or any component, or the data contained therein (collectively, “Disabling Device(s)”), which could block access to or prevent the use of the system or any component by County or users. Consultant represents, warrants, and agrees that it has not purposely placed, nor is it aware of, any Disabling Device in any system component provided to County under this Contract, nor shall Consultant knowingly permit any subsequently delivered or provided system component to contain any Disabling Device. In addition, Consultant shall prevent viruses from being incorporated or introduced into any County system and shall prevent any viruses from being incorporated or introduced in the process of Consultant’s performance of Services hereunder.

65. Effect of Termination

In the event County terminates this Contract in whole or in part as provided herein, then:

1. Consultant, as applicable, shall promptly return to County any and all of County’s Confidential Information and the County Materials that relate to that portion of the Contract and work terminated by County; and

2. Consultant, as applicable, shall transfer and deliver to County all completed work and work in progress, in a media reasonably requested by County; and

3. County, as owner, shall maintain and retain possession and access to the source code of any software or programs developed or modified as a result of providing Services hereunder; and

4. Consultant and County shall continue the performance of this Contract to the extent not terminated.
66. **COMPLIANCE WITH THE COUNTY POLICY OF EQUITY**

Consultant acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (https://ceop.bos.lacounty.gov/pdf/PolicyOfEquity.pdf). Consultant further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. Consultant, employees of Consultant and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of Consultant, employees of Consultant or subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject Consultant to termination of contractual agreements as well as civil liability.

67. **SURVIVAL**

The provisions in the following Paragraphs shall survive the expiration or termination of this Agreement:

12 Compliance with Applicable Law
24 Employment Eligibility Verification
26 Fair Labor Standards
28 Governing Law, Jurisdiction and Venue
30 Indemnification
31 Insurance
33 Standard of Services
41 Confidentiality and Security
42 Public Records Act
55 Validity
59 Proprietary Rights
63 Compliance with County’s Zero Tolerance Policy on Human Trafficking
65 Warranties
65 Effect of Termination
IN WITNESS WHEREOF, Consultant has executed this Contract, or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT: NORMAN L. FOGEL

Name

By

Name

Title

COUNTY OF LOS ANGELES

By

Chair, Board of Supervisors

ATTEST:

CELIA ZAVALA
Acting Executive Officer
of the Board of Supervisors

By

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By

CAMMY C. DUPTON
Principal Deputy County Counsel
EXHIBIT A

STATEMENT OF WORK

NORMAN L. FOGEY

PROFESSIONAL SERVICES

FOR

LOS ANGELES COUNTY SHERIFF’S DEPARTMENT

COMPUTER AIDED DISPATCH SYSTEM (CAD)

SOFTWARE MIGRATION & UPGRADE
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1.0 INTRODUCTION

1.1 Overview

This Statement of Work (“SOW”) defines the general scope of work, specific Tasks to be performed by Norman L. Fogel (Consultant) under the direction of the County Project Manager for the Los Angeles County (County) Sheriff’s Department (“Department”) software migration of the Computer Aided Dispatch (“CAD” or “CAD Subsystem”). Any terms with the initial letter capitalized, which are not defined herein, shall have the meanings given to them in Paragraph 2.0 (Definitions) of the Contract. The terms “County” and “Department” may be used interchangeably throughout this SOW.

1.2 Background

The Mobile Digital Communications System (“MDCS”) is a computer-aided dispatch system that was custom designed by ElectroCom Automation Incorporated for the Department. ElectroCom subcontracted both the software and hardware configuration, architecture to Tandem Inc., who subcontracted the CAD software design to Planning Research Corporation Inc. (“PRC”). PRC was later acquired by several other companies and was ultimately purchased by Northrop Grumman; and Tandem Inc. was ultimately purchased by Hewlett-Packard Enterprise (HPE).

The MDCS interfaces with vehicular based mobile data terminals, the 65 channel UHF radio system, the emergency 9-1-1 telephone system, in addition to interfacing with the Federal, State and County law enforcement databases. The hardware consists of a central host computer located at the Sheriff’s Communication Center (“SCC”) that is connected to 22 Department station computers through the use of the Tandem EXPAND™ line system. The CAD Subsystem, which operates on the HPE NonStop (“NS”) platform, includes message switching, transaction processing and application programs that provide processing for calls-for-service, dispatching to field units, and maintaining status of the field units.

The Department’s CAD hardware consists of Tandem Himalaya K20000 Series NonStop™ Servers and K2000 Series servers, which have been in use since 1999. HPE no longer supports this hardware nor the legacy NonStop operating system. With an obsolete and non-supported CAD hardware platform, the Department must upgrade the CAD hardware and contract with the Consultant.

The Consultant will perform the migration of the CAD Subsystem software from its current legacy hardware platform to the newly supported proprietary HPE Integrity NS Platform. The Consultant, together with Mr. Robert W. Wood, shall be referred to as the Department’s CAD Programming Consultants (CPCs). The Department’s CPCs shall
work in conjunction with HPE for the duration of the project. Altogether, the Department’s CPCs and HPE comprise the “Project Team”.

1.3 Scope

Consultant shall work with the Project Team to modify, test and implement the migration of the CAD Subsystem software from the old K20000 and K2000 systems onto a new HPE Platform (HPE Integrity NonstopTM Server Line).

1.3.1 The Project Team will establish a project management structure, including risk and issue management, consistent and clear reporting, and communication between the Department, Consultant, CPC and HPE.

1.3.2 During Phase I of the project, the CAD Subsystem will be migrated onto the HPE Integrity NS platform in emulation mode.

1.3.3 During Phase II of the project, the CAD running in emulation mode from Phase I will be upgraded to perform in native mode and fully utilize the new hardware’s capacity and efficiency.

1.3.4 The Project Team will provide professional services to resolve application and/or system incompatibility issues due to hardware upgrade.

1.3.5 The Project Team is responsible for communicating all deficiencies through project status reports to the County Project Manager. The reports will indicate actual and potential impacts to the project timeline and goals, as well as recommend remedies as needed.

1.3.6 In the event that Consultant’s annual hours allocated toward the CAD migration and/or CAD upgrade, as the case may be, are not fully expended, Consultant shall, at the direction of the County Project Manager, provide on-site knowledge transfer/training to select County staff. The training content and training topics shall be mutually agreed to by the parties.

1.4 Goals and Objectives

Goals and objectives for Consultant include the following:

1.4.1 Perform the migration of the CAD Subsystem software from its current legacy hardware platform to the new HPE hardware platform;

1.4.2 Perform upgrade of the CAD Subsystem software from its migrated emulation mode to native mode on the new HPE hardware platform.
1.5 Work Approach

1.5.1 Consultant shall work with the Project Team to develop a detailed Project Plan (Paragraph 4.2, Project Planning and Management) to define tasks required for each phase of the project, the requirements, resources, and estimated timeline to execute the Tasks listed in Section 4.0 of this SOW.

1.5.2 Consultant shall work with the County Project Manager and Mr. Robert W. Wood to create a Monthly Status Report, in a form and format approved by the County Project Manager, which shall include, but is not limited to:

1.5.2.1 Summary of project progress and changes since the previous Status Report;
1.5.2.2 Work completed during that period.
1.5.2.3 Work scheduled for completion which was not completed.
1.5.2.4 Work expected to be completed during the upcoming period.
1.5.2.5 Status of issues that were reported as open in the previous Status Report.
1.5.2.6 Re-opened issues that had been closed as of the previous Status Report; and
1.5.2.7 New issues.

2.0 PROJECT ASSUMPTIONS

2.1 General Assumptions

2.1.1 Funding has been budgeted for this project;
2.1.2 County is the sole owner of the Source Code for the subject CAD Application Software pursuant to agreement number 49462 between Electrocom Automation Incorporated and County of Los Angeles.
2.1.3 The Application Software consists of the Computer Aided Dispatch System plus all built-in interfaces thereto (see Paragraph 4.5.4).
2.1.4 The underlying legal and institutional basis for the business functions will not significantly change during the course of the project;
2.1.5 Consultant possesses sufficient experience to provide practical business and technical expertise to the Department;
2.1.6 All work shall be done at County facilities unless otherwise authorized in writing by County Project Manager;
2.1.7 Consultant will be assigned as-needed to the project;
2.1.8 Consultant’s work schedule will normally occur within the five-day calendar week of Monday through Friday from 0800 to 1900 hours. The
work schedule may vary as approved by County Project Manager or
designee, but will generally not exceed forty hours per week. Consultant
and County agree that the workload may require an expenditure of hours
on weekends and/or hours outside the 0800-1900 work schedule, on an as-
needed basis;

2.1.9 Consultant’s hourly rate will remain firm and fixed for the duration of the
Contract; and

2.1.10 Consultant’s hourly rate may not be adjusted to accommodate work
conducted on weekends or County-designated holidays.

2.2 Work Location

The primary work location will be located at:

Sheriff’s Communication Center
Communications and Fleet Management Bureau
1277 North Eastern Avenue
Los Angeles, CA 90063

2.3 Responsibilities

2.3.1 COUNTY

The County will administer the Contract in accordance with the Contract,
Paragraph 8.0 Administration of Contract - County. County is responsible for:

2.3.1.1 Providing identification badge(s) to the Consultant, for use when
providing work on County premises.

2.3.1.2 Monitoring the Consultant’s performance in the daily operation of
this Contract.

2.3.1.3 Providing direction to the Consultant in areas relating to policy,
information and procedural requirements.

2.3.1.4 Providing direction regarding specific application and/or system
issues identified by the Project Team.

2.3.1.5 Providing Consultant with 24/7 internet access to all current/new
Guardian OS based systems as well as system manager
capabilities on each such system.

2.3.1.6 Providing Consultant with access to a complete set of Guardian
OS manuals either in physical or digital format.

2.3.1.7 Removing or moving of any Tandem servers or auxiliary
equipment associated with the Tandem servers at SCC or any of
the Department’s stations.
2.3.1.8 Installing network equipment or network wiring at SCC or any of
the Department’s stations, which includes but is not limited to:
   a. Network switches;
   b. Network routers;
   c. Network connections;
   d. Network cards;
   e. Network cabling;
   f. Configuring any of the above network equipment and appliances
   g. Installing or modifying of Desktop operating system (“OS”) software;
   h. Installing or modifying of software of any Department CAD
      workstation;
   i. Quality of Service (“QoS”) setting on the Department’s
      computer network; and
   j. Configuring, modifying, setting up, or patching the HPE
      Integrity operating system software.

2.3.1.9 Purchasing the following hardware according to the project
phases in Section 3.0:
   a. One HPE Integrity NonStop (NS) development (DEV)
      system;
   b. One HPE Integrity NS staging (KDV*) test system; and
   c. One (1) HPE Integrity NS production system (SRC).

2.3.1.10 Obtaining the required HPE Integrity NS installation services for
DEV, KDV, and SRC production systems under separate
arrangements with HPE.

   *KDV will be used for processing of audit trail tapes and staging
   of CAD software updates/patches/modifications prior to
   installation on the production system.

2.3.1.11 Contracting with CPCs who have demonstrated the technical
fluency and expertise to execute the CAD Upgrade project, and
whose primary responsibility is to provide additional services to
migrate the CAD Subsystem from the Tandem hardware to the
HPE Integrity NS platform.

2.3.1.12 Assigning subject-matter expert County personnel to the project,
whose primary duties are to support CAD users as well as the
CAD Subsystem software.
CONSULTANT

2.3.2.1 Consultant shall work under the technical direction of County Project Manager, and jointly with the Project Team, to provide services to migrate the CAD application system from the Tandem hardware to the HPE Integrity NS platform.

a. Consultant shall be able to effectively communicate in English, both orally and in writing.

b. Consultant will be granted 24/7 physical access to any site required to perform works under the terms of the Agreement.

2.3.2.2 Meetings

Consultant shall attend meetings in person or via video/phone conference only when the County Project Manager or designee is in attendance, during the hours in Paragraph 2.3.4.6 (Work Schedule).

2.3.2.3 Identification Badges

Consultant assigned to County facilities shall wear the appropriate County-provided identification badge.

2.3.2.4 Materials and Equipment

a. Consultant shall provide all necessary materials/equipment to provide the work described herein which is necessary and above and beyond materials/equipment already provided by County.

b. Consultant shall use materials and equipment that are safe for the environment and safe for use by the employee.

2.3.2.5 Consultant’s Office

Consultant shall be available to any member of the Project Team Monday through Friday from 0800 to 1900 hours, excluding County-designated holidays. Consultant shall provide County Project Manager a telephone number where the Consultant may be reached.

2.3.2.6 Work Schedule

Consultant shall assist the County’s Project Manager and Mr. Robert W. Wood in developing a work schedule based on the requirements of the project, staff schedules and with consideration for Consultant’s hourly rate.
3.0 PROJECT PHASES

The Department’s approach and direction consists of the following two phases:

3.1 Phase I – CAD Subsystem software Migration to New Hardware
3.2 Phase II - CAD Subsystem software Upgrade (Tasks to be determined)

4.0 PROJECT TASKS

Unless specified otherwise and as applicable, all Tasks, and Subtasks described in this Section 4.0 (“Project Tasks”) of this SOW shall be performed by Consultant while simultaneously supporting the Project Team and the Department.

4.1 TASK 1.0 – Project Workshop

4.1.1 Subtask 1.1 – Attend Project Workshop

Consultant may participate in an HPE led workshop for no more than 40 hours to facilitate understanding of the HPE Integrity NonStop system.

This workshop may be conducted onsite at the SCC, or at another location as approved by County Project Manager or designee.

4.1.2 Subtask 1.2 - Read Technical Manuals

Consultant shall read the HPE Integrity NonStop technical manuals and note the relevant areas as it relates to the migration of the CAD Subsystem software to run on the new NS Development system hardware.

4.2 TASK 2.0 - Project Planning and Management

Consultant shall work jointly with the Project Team to assist County Project Manager in developing a single Project Plan and Project Schedule that reflects timely completion of project milestones and estimated hours; and to establish a reporting system which will provide routine and realistic assessments of the project’s progress.

4.2.1 Subtask 2.1 – Jointly develop Project Plan and Project Control Document

Consultant shall work jointly with the Project Team to assist County Project Manager in developing a single Project Plan, the primary component of which shall be the Project Control Document (PCD). The contents of the Project Plan shall include the following:
• **Introduction**: Summarizes the Project Plan; a review of the shared vision for the project relationship, the strategic goal(s) of the implementation effort, and how Consultant will meet the Department’s operational objectives.

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

• **Project Mission & Objectives**: Describes the operational need for proceeding with the project, the objectives to be achieved under the project and critical success factors for Department based on information provided to Consultant by Department and any assumptions or limitations related to the Project Plan.

• **Project Scope**: Describes the overall scope of the project. Acts as a confirmation of project scope, validation, and implementation objectives.

• **Project Control Document (PCD) – Master Project Schedule**: Consultant shall work jointly with the Project Team to assist County Project Manager in developing a PCD for the project Tasks, and milestones. Tasks to be performed by the Project Team must be specifically addressed in the PCD. The PCD shall include the order in which the Tasks and Subtasks will be performed. Additional Tasks which are not enumerated herein may also be identified in the PCD. Consultant and the County Project Manager will continuously review this analysis according to the project timeline. The PCD shall also include, at a minimum, the following project reviews, strategies and documentation:

  a. Project Scope Review
  b. Pre-implementation Validation Plan
  c. Implementation Validation Plan
  d. Post-implementation Certification Plan

In addition, the PCD shall also address the following ongoing project tasks:

  a. Status Reporting
  b. Issue Escalation and Resolution
  c. Change Control Management

In the PCD, the County Project Manager will specify the planned review cycle for each Task produced by the Consultant.

• **Project Review** - The PCD is a critical element of County’s Quality Control plan. All negative deviations (e.g., project delays) from the original and any subsequent approved versions of the PCD, including the Project Schedule, shall be documented by both County Project Directors with input from the Consultant, utilizing the Change Notice process in accordance with Paragraph 8 of the Contract (Change Notices and Amendments).
a. Upon such time the cumulative effect of project delays equals thirty (30) calendar days, a Change Notice shall be processed not later than fifteen (15) calendar days following the last observed delay. In like manner, a Change Notice shall be processed for each subsequent aggregation of project delays which equals thirty (30) calendar days. Each Change Notice shall identify 1) the delayed Task(s), 2) date of delay, 3) the reason(s) for each delay and 4) the description of the Work impacted.

b. Notwithstanding the County Project Director’s authority to process Change Notices for project delays and to grant Consultant reasonable extensions of time for Work performed (Agreement, Paragraph 4.5 (Extensions of Time), upon such time the cumulative effect of project delays equals ninety (90) calendar days, County’s Project Director will initiate a formal Project Review. The Project Review will be conducted by, though not limited to, the Department’s Office of Technology Planning in consultation with County Counsel. In like manner, County will initiate a formal Project Review for each subsequent ninety (90)-day extension thereafter.

c. At minimum, Consultant shall attend all project meetings, as-needed, pursuant to Paragraph 4.2.2 (Perform Project Management Duties) below.

d. Each Project Review may result in 1) an assessment of the project’s progress to-date, 2) an assessment of the future success of the project, 3) remedial recommendations for continued Work, or 4) a recommendation for termination of the Agreement.

e. Consultant shall, under the direction of County’s Project Director or designee, update the PCD throughout the Term of the Agreement. All versions of the PCD to-date, as well as all resultant Change Notices, are subject to review and revision by County at any time.

- **Project Team**: Identifies County’s Project Team (including HPE and Department’s CPCs) and project organization, including roles and responsibilities of the Project Team members;

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

- **Issues Tracking Log (ITL)**: Consultant shall co-develop with the Project Team, an ITL for tracking project issues and deficiencies. Consultant shall ensure the ITL is updated on a regular basis as mutually agreed upon.
Personnel authorized by the County Project Manager shall be able to view and print ITL information. The ITL contains, but is not limited to, the following information:

b. Issue description.
c. Issue type (based on a scheme for classifying issues).
d. Date the issue was first identified.
e. Date the issue was first entered into the Issues Tracking Log.
f. Person(s) involved in initially discovering or reporting the issue.
g. Person assigned to manage the resolution of the issue.
h. Date of assignment to manage the resolution of the issue.
i. Strategy or plan for resolving the issue (allow for revisions, and show revision history).
j. Projected date that a resolution to the issue is expected.
k. Actions taken in attempting to resolve the issue, person(s) taking each action and the result or outcome of each action.
l. Current issue status.

- **Monthly Status Reports**: Consultant shall co-develop with the Project Team, a Monthly Status Report which reports on the prior month’s project status and activities. The report shall include, but is not limited to:

a. Summary of project progress and changes since the previous Status Report.
b. Work completed during that period.
c. Work scheduled for completion which was not completed.
d. Work expected to be completed during the upcoming period.
e. Status of issues that were reported as open in the previous Status Report.
f. Re-opened issues that had been closed as of the previous Status Report.
g. New issues.
h. Readiness assessments.
i. Any other information that the Department may from time to time reasonably require.
j. Any revisions to the PCD explaining (1) what has changed since the previous month’s updated PCD, and (2) what has changed since the baseline PCD.
4.2.2 Subtask 2.2 – Perform Project Management Duties

4.2.2.1 Consultant shall support County Project Manager on an as-needed basis to manage project activities and resources, and track project status for the completion of the tasks and subtasks as listed in this SOW and further listed in the Project Plan. This includes managing and tracking issues, and upon five (5) business days’ notice, attending project meetings in person or via teleconference.

4.2.2.2 Project meetings will be scheduled by the County Project Manager. The interval between project meetings shall generally not exceed 30 days. Project meetings will take place for the duration of the Contract. For each meeting, Contractor shall prepare and provide a written Project Status Report to all meeting attendees. The report shall cover, at a minimum, project progress, plans, and outstanding issues. All identified issues shall be resolved through the issue resolution process specified in the PCD. The Project Status Report shall include the following:

a. Executive Summary – highlighting key accomplishments and issues
b. Tasks completed
c. Tasks delayed
d. Upcoming tasks
e. Issues Tracking Log (ITL)
f. Updated Project Schedule

4.3 TASK 3.0 – PHASE I: Validate the Setup and Configuration of New Development Environment

Consultant shall, in conjunction with Mr. Robert W. Wood, validate the setup of the following configurations:

a. CAD configuration programs
b. CAD application programs
c. CAD library routines
d. CAD external database interfaces

4.4 TASK 4.0 – Execute CAD Migration in Development Environment

4.4.1 Consultant shall in accordance with Paragraph 4.2 (Project Control Document), work with the Project Team to migrate the legacy CAD Subsystem software running on the legacy hardware platform onto the new HPE Integrity NS hardware. The legacy CAD Subsystem software will be migrated to the HPE Integrity NS DEV server, as determined by the Project Team in consultation with the Department.
4.4.2 Consultant shall, in conjunction with Mr. Robert W. Wood, execute CAD migration systematically using the software and hardware development environment provided by the County as specified in the Project Plan.

4.4.3 Consultant shall, in conjunction with Mr. Robert W. Wood, configure, validate, re-program, and test existing interfaces and CAD application programs to ensure CAD functions on the new development HPE Integrity NS hardware as designed.

4.4.4 Prior to placing the CAD Application Software into the live Production Environment, there will be a thirty (30) consecutive calendar-day County test period. During the test period, County will identify any CAD Application Software problems. County will document the problem and submit it to Consultant in writing, along with any supporting documentation such as screen prints, CAD data record images, etc. Consultant shall attempt to replicate the identified problem and respond to County in writing as follows:

a. the problem could not be replicated by Consultant.
b. the problem is not inherent to CAD; rather the problem is a result of the manner of operation of the Application Software;
c. the Application Software is not responsible for the described problem; or
d. Consultant has identified and remedied the problem as described by County to County’s satisfaction.

4.4.5 Upon Consultant’s identification and remedying of the Application Software problem, the thirty (30) consecutive calendar-day test period may restart at the sole discretion of the County Project Manager.

4.5 TASK 5.0 – Cutover to Production and Phase I Closeout

4.5.1 Consultant shall, in conjunction with Mr. Robert W. Wood, migrate the CAD Subsystem software to the new HPE Integrity NS SRC Production Environment. The migrated CAD Subsystem will be placed into production as outlined in the Project Control Document (Paragraph 4.2).

4.5.2 Consultant shall work with the Project Team to monitor the migrated CAD Subsystem software on the new system.

4.5.3 Consultant shall work with the Project Team to troubleshoot and correct all issues that are presented regarding the migrated CAD Subsystem software.

4.5.4 Consultant shall work with the Project Team to test, troubleshoot and repair the following interfaces to ensure proper connection, receiving, and sending with:
EXHIBIT A – STATEMENT OF WORK

a. California Law Enforcement Telecommunications System (CLETS)
b. GeoSpatial Technologies, Inc. (GST)
c. Audio Identification (AID) decoder
d. E911 Interface
e. Console Switch System (CSS)
f. Justice Data Interface Controller (JDIC)
g. JDIC that interfaces with the Mobile Digital Communications (MDC) computers in the vehicles.

4.5.5 Testing and Monitoring – Phase I Closeout

4.5.5.1 Consultant shall, in conjunction with Mr. Robert W. Wood, provide support to the Department to test the CAD Subsystem software on the new Integrity NS Production hardware. Testing shall ensure the migrated software is working correctly with the new hardware and new operating system, and is maximizing the capacity of the new hardware for future system expansion and/or enhancements of the CAD.

4.5.5.2 Consultant shall, in conjunction with Mr. Robert W. Wood, analyze and communicate system performance and usage. Consultant shall assist County in verifying that the CAD Subsystem software functions as designed.

4.5.5.3 County will monitor the migrated CAD in the production environment for a period not less than thirty (30) calendar days. During this period, County will identify any CAD Application Software problems. County will document the problem and submit it to Consultant in writing, along with any supporting documentation such as screen prints, CAD data record images, etc. Consultant shall attempt to replicate the identified problem and respond to County in writing as follows:

a. the problem could not be replicated by Consultant.
b. the problem is not inherent to CAD; rather the problem is a result of the manner of operation of the Application Software;
c. the Application Software is not responsible for the described problem; or
d. Consultant has identified and remedied the problem as described by County to County’s satisfaction.

Upon Consultant’s identification and remedying of the Application Software problem, the thirty (30) consecutive calendar-day test period may restart at the sole discretion of the County Project Director or designee.
4.5.5.4 **Phase I Closeout.** Upon operation of the migrated CAD application for a period of thirty (30) consecutive days, Phase I migration work will cease, and preparations for Phase II will commence, all upon approval of the County Project Director or designee.

4.5.7 At the conclusion of work for this Task 5.0, the DEV system will remain as a development system after CAD migration is completed; KDV system will be repurposed as staging of CAD software updates / patches / modifications that need to be installed on the CAD Production system, as well as processing audit trails. SRC will be used as the CAD production system.

4.6 **TASK 6.0 – PHASE II: Preparation for CAD Application Upgrade (Review Point)**

4.6.1 Phase II will begin with a project review/checkpoint. Consultant, together with the County Project Director, County Project Manager, and the Project Team, shall outline a Phase II Development and Implementation Strategy to the task level.

4.6.2 Consultant, together with the Project Team, shall configure and set up the new development hardware platform for CAD upgrade.

4.7 **TASK 7.0 – CAD Upgrade Task Sequence – To Be Determined**

Beginning with this Task 7.0, Consultant and Project Team, with support from HPE, shall begin the CAD application upgrade process in accordance with the steps outlined in the Phase II Development and Implementation Strategy. The SOW will be updated to enumerate the Tasks hereforward, in accordance with Paragraph 8 of the Contract (Change Notices and Amendments). Consultant and Project Team shall update the PCD accordingly.

4.7.1 Consultant shall, in accordance with Paragraph 4.2 (Project Control Document), work with the Project Team to upgrade the CAD Subsystem running on the new HPE hardware to fully utilize the new hardware’s capacity and efficiency for future system expansions and/or enhancements.

4.7.2 Prior to placing the upgraded CAD Application Software into the live Production Environment, there will be a thirty (30) consecutive calendar-day County test period. During the test period, County will identify any CAD Application Software problems. County will document the problem and submit it to Consultant in writing, along with any supporting documentation such as screen prints, CAD data record images, etc. Consultant shall attempt to replicate the identified problem and respond to County in writing as follows:

a. the problem could not be replicated by Consultant;
b. the problem is not inherent to the upgraded CAD; rather the problem is a result of the manner of operation of the upgraded Application Software;
c. the upgraded Application Software is not responsible for the described problem; or
d. Consultant has identified and remedied the problem as described by County to County’s satisfaction.

4.8 CUTOVER TO PRODUCTION AND PROJECT CLOSEOUT

4.8.1 Cutover Upgraded CAD to the Production Environment

Consultant shall, in conjunction with Mr. Robert W. Wood, move the upgraded CAD Subsystem to the new HPE Integrity NS production hardware. The updated CAD Subsystem will be placed into production as outlined in the Project Control Document (Paragraph 4.2).

4.8.2 Consultant shall work with the Project Team to troubleshoot and resolve any issues stemming from the upgraded CAD Subsystem software on the Integrity NS SRC production environment.

4.8.3 Testing and Monitoring

4.8.3.1 Consultant shall, in conjunction with Mr. Robert W. Wood, provide support to the Department to test the CAD Subsystem software on the new Integrity NS Production hardware. Testing shall ensure the upgraded software is working correctly with the new hardware and new operating system, and is maximizing the capacity of the new hardware for future system expansion and/or enhancements of the CAD.

4.8.3.2 Consultant shall, in conjunction with Mr. Robert W. Wood, analyze and communicate system performance and usage. Consultant shall assist County in verifying that the CAD Subsystem software functions as designed.

4.8.3.3 County will monitor the upgraded CAD in the production environment for a period not less than thirty (30) calendar days. During this period, County will identify any CAD Application Software problems. County will document the problem and submit it to Consultant in writing, along with any supporting documentation such as screen prints, CAD data record images, etc. Consultant shall attempt to replicate the identified problem and respond to County in writing as follows:

a. the problem could not be replicated by Consultant.
b. the problem is not inherent to CAD; rather the problem is a result of the manner of operation of the Application Software;
c. the Application Software is not responsible for the described problem; or

d. Consultant has identified and remedied the problem as described by County to County’s satisfaction.

Upon Consultant’s identification and remedying of the Application Software problem, the thirty (30) consecutive calendar-day test period may restart at the sole discretion of the County Project Director or designee.

4.8.3.4 Project Closeout – Transition to Maintenance. Upon operation of the upgraded CAD application for a period of thirty (30) consecutive days, Phase II upgrade work will cease upon approval of the County Project Director or designee. Consultant shall provide as-needed maintenance services to support the CAD production system in native mode in accordance with Attachment A.1 (As-Needed Maintenance) of this Statement of Work.
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SECTION 1 - SCOPE OF WORK

Consultant shall maintain the Department’s in-production CAD Subsystem without regard to platform. Consultant shall:

1.1 Assist Department with ongoing as-needed maintenance of Sheriff CAD Subsystem as directed by Department’s Project Manager.

1.2 Provide as-needed assistance with the Radio Console Switch System (CSI) Replacement Project.

1.3 Provide knowledge transfer to County or Department employees.

Task 1 – Maintenance and Technical Support

Task 1.1 The Consultant shall assist Department with as-needed remedial maintenance of CAD Subsystem by taking one or more of the following actions when requested by the Department’s Project Manager:

1.1.1 Correction of the problem;
1.1.2 A temporary bypass of the problem;
1.1.3 Notify Sheriff’s Project Manager that more information is required to resolve the problem; or
1.1.4 Notify the Sheriff’s Project Manager that the CAD subsystem is not responsible for the described problem.

Task 1.2 Determine and report to Department’s Project Manager any conditions under which the identified software problem may reoccur.

Task 1.3 Implement as-needed changes to the CAD Subsystem which are mutually agreed to by Department’s Project Manager and Consultant. Consultant shall implement the agreed upon change(s) or submit a written explanation to the Department’s Project Manager indicating the reason for not proceeding with the agreed upon change(s).

Task 2 – Assist with Radio Console Switch Interface (CSI) Replacement Project

Task 2.1 The Consultant shall assist Department with the Console Switch Interface (CSI) Replacement Project specifically relating to the CAD/Radio Console CAD interface with the following tasks, which include, but are not limited to, the following:

2.1.1 Assist Department with CAD interface testing with the new CSI; and
2.1.2 Assist Department with acceptance testing for the new CSI.

Assumptions

The obligations of Consultant under this Agreement are conditioned upon:
(a) Subject Matter Experts (SME) and technical personnel are available to perform tasks outside the scope of work for this agreement. Consultant shall communicate to the Department’s Project Manager the need for any SMEs that are needed to define business operations or assist with technical issues that include, but are not limited to, network infrastructure, server configuration, and end-user client testing.

(b) All required access that is currently being provided to Consultant in conjunction with the in-production CAD system will continue to be provided by the Department to facilitate CAD maintenance.

(c) Hewlett Packard Enterprise (HPE) technical consulting is available for issues that go beyond the expertise of the Project Team and requires escalated assistance. HPE technical consulting will be contacted by the Department’s Project Manager.

SECTION 2 - CAD MAINTENANCE & KNOWLEDGE TRANSFER

CAD Maintenance

Following the completion of the Sheriff CAD migration to the HP NS Integrity platform, and the Project Director’s affirmation of CAD’s “in-production status,” Consultant shall provide the Sheriff with ongoing as-needed maintenance of CAD software as requested by the Sheriff’s Project Manager, and agreed to by Consultant.

SECTION 3 – WORK LOCATION

The primary work location will be the Sheriff’s Communication Center located at:

Sheriff’s Communication Center
Communications and Fleet Management Bureau
1277 North Eastern Avenue
Los Angeles, CA 90063

Consultant may, at County Project Manager’s direction, provide remedial work from a remote location using a dedicated electronic communications connection as defined and/or provided by County.
ATTACHMENT A.2

CONTRACT DISCREPANCY REPORT
CONTRACT DISCREPANCY REPORT

TO: ____________________________________________

FROM: __________________________________________

DATES: Prepared by County: ___________ Received by Contractor: ___________
Returned by Contractor: ___________
Action Completed: ___________

DISCREPANCY PROBLEMS:
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

__________________________________________  _________________________
Signature of County Representative                 Date

CONTRACTOR RESPONSE (Cause and Corrective Action):
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

__________________________________________  _________________________
Signature of Contractor Representative                 Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE:
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

__________________________________________  _________________________
Signature of County Representative                 Date

COUNTY ACTIONS:
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

CONTRACTOR NOTIFIED OF ACTION:
County Representative’s Signature and Date ____________________________________________

Contractor Representative’s Signature and Date ____________________________________________
EXHIBIT B

PRICING SHEET
### EXHIBIT B

**PRICING SHEET**

**SERVICE FOR:** Los Angeles County Sheriff’s Department Communications and Fleet Management Bureau

**SERVICE:**
1. Data Processing Consultant Services for Mobile Digital Communications System (MDCS)
2. As-Needed Maintenance Services for in-production MDCS

**CONSULTANT HOURLY RATES:**

<table>
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<th>Service Description</th>
<th>Consultant Hourly Rate</th>
<th>Consultant Annual Hours</th>
<th>Consultant Maximum Hours</th>
<th>Consultant Annual Sum (Not-to-Exceed)</th>
<th>Consultant Contract Sum (Not-to-Exceed)</th>
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<tr>
<td>CAD Migration – Phases I-II (As Applicable)</td>
<td>$300/hour</td>
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<td>3,000</td>
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<tr>
<td>CAD Production As-Needed Maintenance</td>
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<td>As-Needed</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

**Los Angeles County Sheriff’s Department**

**Communications and Fleet Management Bureau**

**3/6/2019**

**NORMAN L. FOGEL**

**CAD SOFTWARE MIGRATION AND UPGRADE SERVICES**
EXHIBIT C

PROJECT CONTROL DOCUMENT
EXHIBIT D

CONSULTANT’S EEO CERTIFICATION
CONSULTANT'S EEO CERTIFICATION

Consultant Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONSULTANT'S SPECIFIC CERTIFICATIONS

1. The Consultant has a written policy statement prohibiting discrimination in all phases of employment. Yes ☐ No ☐

2. The Consultant periodically conducts a self analysis or utilization analysis of its work force. Yes ☐ No ☐

3. The Consultant has a system for determining if its employment practices are discriminatory against protected groups. Yes ☐ No ☐

4. Where problem areas are identified in employment practices, the Consultant has a system for taking reasonable corrective action, to include establishment of goals or timetables. Yes ☐ No ☐

Authorized Official’s Printed Name and Title

Authorized Official’s Signature ........................................................ Date
EXHIBIT E

COUNTY’S ADMINISTRATION
COUNTY’S ADMINISTRATION

CONTRACT NO. _________________

COUNTY PROJECT DIRECTOR:

Name: Judy A. Anderson
Title: Captain
Address: 1277 Eastern Avenue
Los Angeles, CA 90063
Telephone: (323) 881-8002  Facsimile: ________________
E-Mail Address: JAAnders@lasd.org

COUNTY PROJECT MANAGER:

Name: Marshall Yelverton
Title: Lieutenant
Address: 1277 Eastern Avenue
Los Angeles, CA 90063
Telephone: (323) 881-8024  Facsimile: ________________
E-Mail Address: MRYelver@lasd.org

COUNTY DIVISION BUDGET REPRESENTATIVE:

Name: Thea Sheridan
Title: Division Budget Representative
Address: 12440 E. Imperial Hwy. #650E
Norwalk, CA 90650
Telephone: (562) 345-4307  Facsimile: ________________
E-Mail Address: HTSherid@lasd.org
COUNTY CONTRACT PROJECT MONITOR:

Name: Dave Culver
Title: Assistant Director, Fiscal Administration
Address: 211 W. Temple St. 6th Floor
         Los Angeles, CA 90012
Telephone: (213) 229-3260
E-Mail Address: DECulver@lasd.org
EXHIBIT F

CONTRACTOR’S ADMINISTRATION
CONTRACTOR’S ADMINISTRATION

CONSULTANT’S NAME: _________________________________________________________

CONTRACT NO: ____________________________

Name: _______________________________________________________________________
Title: _______________________________________________________________________
Address: _____________________________________________________________________

Telephone: ___________________________________________________________________
Facsimile: ___________________________________________________________________
E-Mail Address: ___________________________________________________________________

NOTICES TO CONSULTANT SHALL BE SENT TO THE FOLLOWING:

Name: _______________________________________________________________________
Title: _______________________________________________________________________
Address: _____________________________________________________________________

Telephone: ___________________________________________________________________
Facsimile: ___________________________________________________________________
E-Mail Address: ___________________________________________________________________
EXHIBIT G

ACKNOWLEDGEMENT, CONFIDENTIALITY, AND PROPRIETARY RIGHTS AGREEMENT
ACKNOWLEDGEMENT, CONFIDENTIALITY, AND PROPRIETARY RIGHTS AGREEMENT

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

CONSULTANT NAME ____________________________     Contract No.___________________

GENERAL INFORMATION:
The Consultant referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Consultant to sign this Consultant Acknowledgement, Confidentiality, and Proprietary Rights Agreement.

CONSULTANT ACKNOWLEDGEMENT:
Consultant understands and agrees that he is an independent contractor that will provide services in the above referenced agreement in Consultant’s sole capacity.

Consultant is not an employee of the County of Los Angeles for any purpose whatsoever and Consultant will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of his performance of work under the above-referenced contract.

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

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

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

Consultant agrees to report any and all violations of this agreement by Consultant and/or by any other person of whom Consultant becomes aware.

Consultant acknowledges that violation of this agreement may subject Consultant to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.
PROPRIETARY RIGHTS AGREEMENT

Consultant agrees that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by Consultant in whole or in part pursuant to the above referenced Contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, Consultant hereby assigns and transfers to the County in perpetuity for all purposes all rights, title, and interest in and to all such items. Whenever requested by the County, Consultant agrees to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement.

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

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

SIGNATURE: ______________________________________  DATE: ____/____/____

PRINTED NAME: ______________________________________

POSITION: ______________________________________
EXHIBIT H

JURY SERVICE ORDINANCE
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 I

SAFELY SURRENDERED BABY LAW
Safely Surrendered

No shame. No blame. No names.

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

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

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.

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.
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


En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babyafela.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 merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, informeles que tienen 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 Ángeles.

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 pulsación 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 de 14 días con franqueo pagado que le había 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.

¿Cómo funciona?
El padre/madre con dificultades que no pueda o no quiere 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 entregó recibirá un brazalete igual.

¿Es necesario que el padre/madre dé 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 resulten de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasa si el padre/madre desea recuperar a su bebé?
Los padres que cambian 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.

¿Qué pasa 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.

¿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 trágicas historias sobre bebés abandonados en bares o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber sufrido bullying por 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 ocurrir esta tragedia en California.
CONTRACT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
ROBERT W. WOOD
FOR
CAD SOFTWARE MIGRATION AND UPGRADE SERVICES
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CONTRACT
BETWEEN
COUNTY OF LOS ANGELES
AND
ROBERT W. WOOD
FOR
CAD SOFTWARE MIGRATION AND UPGRADE SERVICES

This Contract, including all Exhibits and Attachments, is made and entered into this _____ day of __________, 2019 by and between the County of Los Angeles (hereinafter “County”) on behalf of its Sheriff’s Department (hereinafter “Department”) and Robert W. Wood (hereinafter “Consultant”), located at________________________,____________________, ______________.

RECITALS

WHEREAS, County owns and operates the Computer Aided Dispatch ("CAD") to primarily reduce audible voice traffic on the Department's radio system dispatching routine calls-for-service via typed messages read by deputies from the Mobile Digital Communications computer screens installed in patrol cars; and

WHEREAS, CAD is a subsystem of the Mobile Digital Communications System ("MDCS"), which operates 24-hours per day, seven days per week; and

WHEREAS, CAD's hardware is built on a framework that is no longer supported by the original manufacturer thereby requiring the Department to find parts to purchase via third party vendors or manufacturers who have refurbished or re-manufactured parts for the aging hardware; and

WHEREAS, CAD's current hardware and software combination has reached its capacity to accommodate new devices and has extremely limited ability to be expanded, updated or modified; and

WHEREAS, the software utilized with CAD cannot interface with or be upgraded to present-day communications technology; and

WHEREAS, County may contract with private individuals and businesses for consulting services (hereinafter “Services”) relating to a Computer Aided Dispatch (“CAD”) when certain requirements are met; and

WHEREAS, Consultant is a sole proprietor with no officers, employees, agents or subcontractors and any references within this Contract which may reference these additional persons shall be limited only to the individual Consultant; and

WHEREAS, County requires highly specialized individuals that possess industry skill expertise on CAD to assist with the Department's continued use of CAD during the time necessary for the County's future replacement of CAD (hereinafter "Services"); and

WHEREAS, Consultant possesses the necessary skills, qualifications, competence, license and expertise and, therefore, is qualified to perform such Services; and
WHEREAS, County does not have the requisite technical staff with the specific skills and expertise necessary to perform the Services; and

WHEREAS, County is authorized by the California Government Code, Section 31000 to contract for special services, including the Services described herein; and

WHEREAS, the Department has recommended to County’s Board of Supervisors that the selected Consultant is prepared and desires to provide to County the Services as described herein; and

NOW THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration, the parties agree as follows:

1. INTERPRETATION

1.1 APPLICABLE DOCUMENTS

The body of this document (hereinafter “Base Contract”), including without limitation the Recitals hereto along with Exhibits A, B, C, D, E, F, G, H, and I and all Attachments thereto, attached hereto, are all incorporated herein by reference and collectively form, and throughout and hereinafter are referred to as the “Contract”. 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, deliverable, goods, service or other work, or otherwise between this base Contract and the Exhibits and Attachments thereto, or between Exhibits and Attachments, such conflict or inconsistency shall be resolved by giving precedence first to this Base Contract and then to the Exhibits and Attachments according to the following descending priority.

EXHIBIT A Statement of Work
Attachment A.1 – Contract Discrepancy Report

EXHIBIT B Pricing Sheet
EXHIBIT C County’s Project Control Document
EXHIBIT D Contractor’s EEO Certification
EXHIBIT E County’s Administration
EXHIBIT F Contractor’s Administration
EXHIBIT G Acknowledgment, Confidentiality and Assignment Agreement
EXHIBIT H Jury Service Ordinance
EXHIBIT I Safely Surrendered Baby Law

1.2 ENTIRE CONTRACT

This Contract, including all Exhibits and Attachments hereto, constitutes the complete and exclusive statement of understanding between the parties and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of the Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8 (Change Notices and Amendments) and signed by both parties.
2. **DEFINITIONS**

The Paragraph headings contained herein are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used.

2.1 **APPLICATION SOFTWARE**

As used herein, the term “Application Software” shall have the meaning specified in Paragraph 2.1.3 under Paragraph 2.0 (Project Assumptions) of Exhibit A (Statement of Work).

2.2 **BASE CONTRACT**

As used herein, the term “Base Contract” shall have the meaning specified in the Recitals above.

2.3 **BUSINESS DAY**

As used herein, the term “Business Day” shall mean Monday through Friday, excluding County observed holidays.

2.4 **BOARD OF SUPERVISORS; BOARD**

As used herein, the terms “Board of Supervisors” and “Board” shall mean County’s Board of Supervisors.

2.5 **CONFIDENTIAL INFORMATION**

As used herein, the term “Confidential Information” shall have the meaning specified in Paragraph 41.1 (Confidentiality).

2.6 **CONFIDENTIALITY AGREEMENT**

As used herein, the term “Confidentiality Agreement” shall mean and refer to the terms and conditions of Exhibit G (Acknowledgment, Confidentiality and Assignment Agreement).

2.7 **CONSULTANT**

As used herein, the term “Consultant” shall mean any qualified individual, limited liability company, sole proprietor, partnership or corporation that has entered into a Contract with County to perform the Services hereunder.

2.8 **CONTRACT**

As used herein, the term “Contract” shall mean the agreement executed between County and Consultant consisting of the terms and conditions for the provision of the tasks, subtask, deliverables, goods, services and other work set forth herein, including Exhibit A (Statement of Work), as further defined in Paragraph 1.1 (Applicable Documents).

2.9 **CONTRACT SUM**

As used herein, the term “Contract Sum” shall have the meaning specified in Paragraph 5.1 under Paragraph 5 (Contract Sum).

2.10 **COUNTY**

As used herein, the term “County” shall mean the County of Los Angeles, California.
2.11 COUNTY’S ADMINISTRATION
As used herein, the term “County’s Administration” shall have the meaning specified in Paragraph 6.1 (County’s Administration).

2.12 COUNTY MATERIALS
As used herein, the term “County Materials” shall have the meaning specified in Paragraph 41 (Proprietary Rights).

2.13 COUNTY’S PROJECT DIRECTOR
As used herein, the term “County’s Project Director” shall have the meaning specified in Paragraph 6.2 (County’s Project Director).

2.14 COUNTY’S PROJECT MANAGER
As used herein, the term “County’s Project Manager” shall have the meaning specified in Paragraph 6.3 (County’s Project Manager).

2.15 DAY(S)
As used herein, the term “Day(s)”, whether singular or plural, shall mean calendar day(s), unless otherwise specified.

2.16 DEFICIENCY; DEFICIENCIES
As used herein, the term “Deficiency(ies)”, whether singular or plural, shall mean and include, as applicable; any failure to meet or comply with, or deviation from the requirements of this Contract, including the Statement of Work and/or any executed Change Notice or Amendment hereunder, mutually agreed upon standards, industry standards or any other representations or warranties by Consultant under this Contract regarding the Services relating to the CAD, any executed Change Notice or Amendment, or any other Services or work provided by Consultant hereunder.

2.17 DEPARTMENT
As used herein, the term “Department” shall mean County’s Sheriff’s Department.

2.18 DISABLING DEVICE
As used herein, the term “Disabling Device” shall have the meaning specified in Paragraph 64.2 (Disabling Device).

2.19 EFFECTIVE DATE
As used herein, the term “Effective Date” shall mean the date of execution of this Contract by County and Consultant.

2.20 EXTENDED TERM
As used herein, the term “Extended Term” shall have the meaning specified in Paragraph 4 (Term of Contract).

2.21 FISCAL YEAR
As used herein, the term “Fiscal Year” shall mean the twelve (12) month period beginning July 1st and ending the following June 30th.
2.22 **Fixed Hourly Rate**
As used herein, the term “Fixed Hourly Rate” shall mean the hourly rate specified in Exhibit B (Pricing Sheet) for Services that Consultant shall provide under this Contract.

2.23 **Pricing Sheet**
As used herein, the term “Pricing Sheet” shall mean the pricing terms relating to this Contract as specified in Exhibit B (Pricing Sheet).

2.24 **Project Control Document; PCD**
As used herein, the terms “Project Control Document” and “PCD” shall have the meaning specified in Paragraph 4.2 (Project Planning and Management) of Exhibit A (Statement of Work).

2.25 **Services**
As used herein, the term “Services” shall mean the consulting services relating to the CAD to be provided by Consultant during the term of, and pursuant to, this Contract, including as described in Exhibit A (Statement of Work).

2.26 **Sheriff**
As used herein, the term “Sheriff” shall mean the elected official who is the Sheriff of the County of Los Angeles.

2.27 **State**
As used herein, the term “State” shall mean the State of California, USA.

2.28 **Statement of Work; Scope of Work; SOW**
As used herein, the terms “Statement of Work”, “SOW” and “Scope of Work” shall mean and refer to the tasks, subtasks, deliverables, goods, services and other work set forth in Exhibit A (Statement of Work), including all Attachments thereto, or any applicable executed Change Notice or Amendment, or provided by Consultant to County under the terms of the Contract.

2.29 **Subtask(s)**
As used herein, the terms “Subtask(s)” and “subtask(s)”, whether singular or plural, shall mean any of the areas of Services to be performed by Consultant under this Contract, including those set forth in Exhibit A (Statement of Work) and any applicable executed Change Notice or Amendment.

2.30 **Task(s)**
As used herein, the terms “Task(s)” and “task(s)”, whether singular or plural, shall mean any of the areas of Services to be performed by Consultant under this Contract, including those set forth in Exhibit A (Statement of Work) and any applicable executed Change Notice or Amendment.

3. **Work / Approval of Work**

3.1 Pursuant to the provisions of this Contract, upon County’s notice to proceed, Consultant shall fully perform, complete and deliver on time and in accordance with the terms of the Contract, all tasks, subtasks, deliverables, goods, services and other work as set forth herein, including Exhibit A (Statement of Work), any applicable executed Change Notice or Amendment and any Services duly authorized by County's Project Director or authorized designee to be performed by Consultant on a time and material basis.
3.2 If Consultant provides any tasks, subtasks, deliverables, goods, services or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of Consultant, and Consultant shall have no claim whatsoever against County.

3.3 All Services provided by Consultant under this Contract must have the written approval of County’s Project Director, County’s Project Manager or their respective authorized designee(s). In no event shall County be liable or responsible for any payment prior to such written approval.

3.4 Notwithstanding the foregoing, the timelines for County’s approval of Consultant’s Services and Consultant’s curing of the problems shall not revise the dates for completion of Services as described in the Exhibit C (County’s Project Control Document).

4. TERM OF CONTRACT

4.1 The term of this Contract shall commence upon the Effective Date and shall continue for one (1) year thereafter, unless sooner terminated or extended, in whole or in part, as provided in this Contract (hereinafter “Initial Term”).

4.2 At the end of the Initial Term, this Contract may be extended for up to two (2) additional one-year option terms (hereinafter “Extended Term”) one year at a time; provided, however, that if County and Contractor mutually agree to not exercise an option to extend at the end of the Initial Term or the Extended Term, as applicable, the remaining option(s) shall lapse. County shall be deemed to have exercised its extension options automatically, without further act, unless, no later than thirty (30) days prior to the expiration of the Initial Term or the Extended Term, as applicable, the Sheriff or authorized designee notifies Consultant in writing that County elects not to extend the Contract pursuant to this Paragraph 4.2.

4.3 Consultant shall notify County when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Consultant shall send written notification to County’s Project Director, with a copy to County’s Project Manager, at the address set forth in Exhibit E (County’s Administration).

4.4 County maintains databases that track/monitor Consultant performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise a Contract term extension option.

5. CONTRACT SUM

5.1 The Contract Sum under this Contract shall be the maximum total monetary amount payable by County to Consultant for supplying all tasks, subtasks, deliverables, goods, services and other work provided by Consultant during the term of the Contract and shall not exceed Nine Hundred Thousand Dollars ($900,000), as further detailed in Exhibit B (Pricing Schedule). There is no guarantee that the entire Contract Sum amount shall be paid to Consultant under this Contract. Should Consultant not work the Maximum Hours detailed in Exhibit B prior to the end of any Contract year, the balance of hours remaining shall not roll forward to any subsequent Contract year and County shall regard such balance as forfeit.

5.2 Consultant shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein.

5.3 Consultant shall maintain a system of record keeping that will allow Consultant to determine when it has incurred seventy-five percent (75%) of the Contract Sum. Upon occurrence of this
event, Consultant shall send written notification to County’s Project Director, with a copy to County’s Project Manager, at the address set forth in Exhibit E (County’s Administration).

5.4 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF CONTRACT

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

5.5 INVOICES AND PAYMENTS

5.5.1 Consultant shall invoice County only for providing the tasks, subtasks, deliverables, goods, services and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder, including any applicable executed Change Notice or Amendment. Consultant shall prepare invoices, which shall include the charges owed to Consultant by County under the terms of this Contract. Consultant’s payments shall be as provided in Exhibit B (Pricing Schedule). Unless otherwise agreed to in an executed Change Notice or Amendment, Consultant shall be paid in arrears only for the tasks, subtasks, deliverables, goods, services and other work approved and accepted in writing by County. If County does not approve and accept any work in writing, no payment shall be due to Consultant for that work.

5.5.2 Consultant’s invoices shall be priced in accordance with Exhibit B (Pricing Schedule) and shall contain the information set forth in Exhibit A (Statement of Work) or any applicable executed Change Notice or Amendment describing the tasks, subtasks, deliverables, goods, services, and/or other work for which payment is claimed. Consultant’s Services amount shall not increase beyond those specified in Exhibit B (Pricing Schedule) during the term of the Contract.

5.5.3 Consultant shall submit all invoices to County’s Project Director, with a copy to the Division Budget Representative for the Department’s Technology and Support Division, within thirty (30) calendar days following County’s approval and acceptance of the Services invoiced at the addresses set forth in Exhibit E (County’s Administration). The invoices shall be in a form approved by County’s Project Director and shall meet the following requirements:

(a) Invoices must contain the Contract Number.

(b) Invoices must contain the Consultant’s Name, address and phone number.

(c) Invoices must include the number(s) and description of the Tasks(s) and/or executed Change Notice or Amendment being invoiced.

(d) Must include the calendar period [FROM] [TO] for which payment is due.

(e) Must include an accounting of hours worked, per work day, for the period specified in the invoice. The accounting of all hours worked shall be documented in a form and format approved by County’s Project Director.

(f) Invoices must be submitted to County’s Project Director, with a copy to the Division Budget Representative for the Department’s Technology and Support Division.
(g) Upon approval by County’s Project Director, payments will be processed by County in a timely manner.

5.5.4 Payments for the Services provided under this Contract will be processed monthly in arrears within thirty (30) days following receipt by all necessary County personnel identified above of a properly submitted undisputed invoice, provided that Consultant is not in default under any provision of the Contract and has submitted a complete and accurate invoice due, along with supporting documentation.

Payment may be subject to deduction for failure to meet performance standards as defined in the Contract, the Statement of Work and/or any applicable executed Change Notice or Amendment.

5.5.5 County may delay the last payment due until one (1) month after the termination of the Contract. Consultant shall be liable for payment on thirty (30) days written notice of any offset authorized by the Contract not deducted from any payment made by County to Consultant.

5.5.6 **COUNTY APPROVAL OF INVOICES**

All invoices submitted by Consultant for payment must have the written approval of County’s Project Director, or authorized designee, prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

6. **ADMINISTRATION OF CONTRACT – COUNTY**

6.1 **COUNTY’S ADMINISTRATION**

A listing of all County personnel responsible for the administration of this Contract on behalf of County (hereinafter “County’s Administration”), is set forth in Exhibit E (County’s Administration). No member of County’s Administration is authorized to make any changes in any of the terms and conditions of this Contract unless specifically authorized under Paragraph 8 (Change Notices and Amendments). Unless otherwise specified, reference to each of the persons identified in Exhibit E (County’s Administration) shall also include his/her authorized designee. County shall notify Consultant in writing of any change in the names or addresses shown.

6.2 **COUNTY’S PROJECT DIRECTOR**

County’s Project Director will be responsible for ensuring that the objectives of this Contract are met. County’s Project Director will have the right at all times to inspect any and all tasks, subtasks, deliverables, goods and other Services provided by or on behalf of Consultant. All work performed under this Contract shall be subject to the approval of County’s Project Director or authorized designee.

6.3 **COUNTY’S PROJECT MANAGER**

County’s Project Manager will be responsible for ensuring that the technical, business and operation standards and requirements of this Contract are met, and for overseeing the day-to-day administration of this Contract. County’s Project Manager shall have full authority to supervise Consultant’s performance in the daily operation of this Contract and shall also provide direction to Consultant in areas relating to policy, procedures and other matters within the purview of this Contract. County’s Project Manager will on a regular basis interface with Consultant’s Project Manager. County’s Project Manager will report to County’s Project Director regarding Consultant’s performance with respect to the technical, business and operational standards and requirements of this Contract.
7. **ADMINISTRATION OF CONTRACT - CONSULTANT**

7.1 **CONTRACTOR’S ADMINISTRATION**

Consultant is identified in Exhibit F (Contractor’s Administration). Consultant is not authorized to make any changes to any of the terms and conditions of this Contract unless specifically authorized under Paragraph 8 (Change Notices and Amendments). Consultant shall notify County in writing of any change in the name or addresses shown. Consultant shall be fully fluent in both spoken and written English.

7.2 **BACKGROUND AND SECURITY INVESTIGATIONS**

7.2.1 Consultant performing services under this Contract who is in a designated sensitive position, as determined by County in its sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform Services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of Consultant, regardless if the Consultant passes or fails the background investigation.

Consultants providing Services under the Contract shall comply with all applicable privacy and security protocols of County facilities where such Services may be performed.

7.2.2 County may request that Consultant be immediately removed from working on the County Contract at any time during the term of this Contract. County will not provide to Consultant any information obtained through County conducted background clearance.

7.2.3 County may immediately, at its sole discretion, deny or terminate facility access to any consultant that does not pass such investigation(s) or whose background or conduct is incompatible with County facility access to the satisfaction of County.

7.3 **CONSULTANT’S IDENTIFICATION**

Consultant shall, at its sole expense, furnish and be required under this Contract at a County facility to wear a visible photo identification badge identifying employee by name, physical description and company. Such badge shall display on employee’s person at all times he/she is on County designated property.

8. **CHANGE NOTICES AND AMENDMENTS**

8.1 Neither Consultant nor any representative of County, including those named in this Contract, is authorized to make any changes in any of the terms, obligations or conditions of this Contract, except through the procedures set forth in this Paragraph 8. County and Contractor shall agree in writing to any proposed change to the work required under this Contract, or to amend such other terms and conditions which may become necessary. Any such revisions shall be accomplished only as provided in this Paragraph 8.

8.2 For any change which does not materially affect the scope of work, Contract Sum or any other term or condition included under this Contract, a Change Notice may be prepared in writing and signed by County’s Project Director, or authorized designee, and Consultant. Consistent with the foregoing, County’s Project Director or authorized designee is specifically authorized to execute Change Notices to update Exhibit C (County’s Project Control Document) at any time throughout the term of this Contract.
8.3 Except as otherwise provided in this Contract, for any change which materially affects the scope of work, Contract Sum or any term or condition included in this Contract, a negotiated Amendment to this Contract shall be required to be executed in writing by County’s Board of Supervisors and Consultant’s authorized representative(s).

8.4 County’s Board of Supervisors, Chief Executive Officer or authorized designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by County’s Board of Supervisors or Chief Executive Officer. To implement such changes specified in this Paragraph 8.4, an Amendment to the Contract shall be prepared and executed by Consultant's authorized representative(s) and the Sheriff.

8.5 EXTENSIONS OF TIME

8.5.1 Notwithstanding any other provision of this Paragraph 8, and to the extent that extensions of time for Consultant’s performance do not impact either the scope of Work or cost of this Agreement, County’s Project Director, in his/her sole discretion, may grant Consultant extensions of time in writing for the Work listed in Exhibit C (County’s Project Control Document), provided such extensions do not exceed a total of ninety (90) calendar days beyond the agreed-to Project Schedule as found in Exhibit C (County’s Project Control Document).

8.5.2 In such event, and prior to granting such extension of time, County will initiate a formal Project Review pursuant to Paragraph 4.2.1. of Exhibit A (Statement of Work). In like manner, County will initiate a formal Project Review for each subsequent ninety (90) day extension thereafter. Each Project Review may result in 1) an assessment of the project’s progress to-date, 2) an assessment of the future success of the project, 3) remedial recommendations for continued Work, or 4) a recommendation for termination of the Agreement.

9. ASSIGNMENT AND DELEGATION

9.1 Consultant shall not assign its rights or delegate its duties under this Contract.

9.2 [Intentionally Omitted]

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

10. AUTHORIZATION WARRANTY

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

11. BUDGET REDuctions

In the event that County’s Board of Supervisors adopts, in any Fiscal Year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the
right to reduce its payment obligation under this Contract correspondingly for that Fiscal Year and any subsequent Fiscal Year during the term of this Contract (including any extensions), and the Services and other work to be provided by Consultant under this Contract shall also be reduced correspondingly. County’s notice to Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board’s approval of such actions. Notwithstanding the preceding sentence, Consultant shall retain the option to either agree to budget reductions or terminate Work for convenience pursuant to paragraph 49 (Termination for Convenience) without further liability.

12. COMPLIANCE WITH APPLICABLE LAW
In the performance of this Contract, Consultant shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

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

14. COMPLIANCE WITH COUNTY’S JURY SERVICE PROGRAM
JURY SERVICE PROGRAM
This Contract is subject to the provisions of the County’s ordinance entitled Contractor Employee Jury Service (“Jury Service Program”) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit H (Jury Service Ordinance) and incorporated herein by reference.

15. CONFLICT OF INTEREST
15.1 No County employee whose position with County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by Consultant or have any other direct or indirect financial interest in this Contract. No officer or employee of Consultant 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.

15.2 Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Consultant warrants that it is not now aware of any facts that create a conflict of interest. If Consultant 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, but is not limited to, identification of all persons implicated and a complete description
of all relevant circumstances. Failure to comply with the provisions of this Paragraph 15 shall be a material breach of this Contract.

16. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR ON RE-EMPLOYMENT LIST

If applicable, should Consultant require additional or replacement personnel after the Effective Date to perform the services set forth herein, Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the term of this Contract.

17. CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

17.1 If applicable, should the Consultant require additional or replacement personnel after the Effective Date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County’s Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant’s minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. Consultant shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

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

18. CONTRACTOR RESPONSIBILITY AND DEBARMENT

18.1 RESPONSIBLE CONTRACTOR

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is County’s policy to conduct business only with responsible contractors.

18.2 CHAPTER 2.202 OF THE COUNTY CODE

Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Consultant on this or other contracts which indicates that Consultant is not responsible, County may, in addition to other remedies provided in the Contract, debar Consultant 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 Consultant may have with County.

18.3 NON-RESPONSIBLE CONTRACTOR

County may debar a Consultant if the Board of Supervisors finds, in its discretion, that Consultant has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on Consultant’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, (3) committed an act or offense which indicates a lack of
business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

18.4 CONTRACTOR HEARING BOARD

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

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

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

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

18.4.5 The Consultant Hearing Board will consider a request for review of a debarment determination only where (i) Consultant has been debarred for a period longer than five (5) years; (ii) the debarment has been in effect for at least five (5) years; and (iii) 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 Consultant Hearing Board will provide notice of the hearing on the request. At the hearing, the Consultant Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Consultant Hearing Board pursuant to the same procedures as for a debarment hearing.

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

18.5 SUBCONTRACTORS OF CONTRACTOR

These terms of this Paragraph 18 shall also apply to subcontractors of County contractors.
19. **CONTRACTOR’S ACKNOWLEDGEMENT OF COUNTY’S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

Consultant acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Consultant understands that it is County’s policy to encourage all County Consultants to voluntarily post County’s “Safely Surrendered Baby Law” poster in a prominent position at Consultant’s place of business. Consultant will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor’s place of business. Information and posters for printing are available at www.babysafela.org.

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

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

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

21. **CONTRACTOR’S WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Consultant acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Consultant qualifies for an exemption or exclusion, Consultant warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

22. **COUNTY’S QUALITY ASSURANCE PLAN**

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

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

23.2 If Consultant 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 Consultant by cash payment upon demand, or by applying invoice credits to the County’s current invoice(s).

24. **EMPLOYMENT ELIGIBILITY VERIFICATION**

24.1 Consultant warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Consultant shall retain all such documentation for all covered employees for the period prescribed by law.

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

25. **FACSIMILE REPRESENTATIONS**

County and Consultant hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments and Change Notices prepared pursuant to Paragraph 8 (Change Notices and Amendments) and elsewhere in the Contract, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments and Change Notices to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of “original” versions of such documents.

26. **FAIR LABOR STANDARDS**

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

27. **FORCE MAJEURE**

27.1 Neither party shall be liable for such party’s failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph 27 as “force majeure events”).
27.2 Notwithstanding the foregoing, a default by Consultant shall not constitute a force majeure event, unless such default arises out of causes beyond the control of Consultant, and without any fault or negligence of Consultant.

28. GOVERNING LAW, JURISDICTION AND VENUE

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

29. INDEPENDENT CONTRACTOR STATUS

29.1 This Contract is by and between County and Consultant 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 Consultant. 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.

29.2 Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. 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 Consultant.

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

29.4 Consultant shall adhere to the provisions stated in Paragraph 41 (Confidentiality and Security).

30. INDEMNIFICATION

County shall indemnify, defend, and hold the Consultant harmless from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with County’s acts and/or omissions arising from and/or relating to this Agreement.

31. INSURANCE

31.1 GENERAL INSURANCE REQUIREMENTS

Consultant shall provide and maintain at his own expense insurance coverage satisfying the requirements specified in this Paragraph 31, including Paragraph 31.4 (Insurance Coverage Requirements), of this Contract. These minimum insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon Consultant pursuant to this Contract. County acknowledges that Consultant’s General Liability insurance may not fully cover County for losses caused by Consultant. However, County agrees that Consultant, so long as the Services are provided with good faith efforts due to the obsolete nature of both the hardware and software, shall not be liable for any
amounts over Consultant's required General Liability insurance, whether a claim is made by the County or a third party.

31.2 **Evidence Of Coverage and Notice to County**

31.2.1 A certificate(s) of insurance coverage (Certificate) satisfactory to County and a copy of an Additional Insured endorsement confirming that County and its Agents (defined below) have been given Insured status under Consultant’s General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.

31.2.2 Renewal Certificates shall be provided to County not less than ten (10) days prior to Consultant’s policy expiration dates. County reserves the right to obtain complete, certified copies of any required Consultant and/or subcontractor insurance policies at any time.

31.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of Consultant identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County-required endorsement forms.

31.2.4 Neither County’s failure to obtain, nor County’s receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Consultant, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to County’s Project Director, with a copy to County’s Project Manager, at the address set forth in Exhibit E (County’s Administration).

Consultant also shall promptly report to County any injury or property damage accident or incident, including any injury to a Consultant employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Consultant. Consultant also shall promptly notify County of any third party claim or suit filed against Consultant or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Consultant and/or County.

31.3 **Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Consultant’s General Liability policy with respect to liability arising out of Consultant’s ongoing and completed operations performed on behalf of County. County and its Agents’ additional insured status shall apply with respect to liability and defense of suits arising out of Consultant’s acts or omissions, whether such liability is attributable to Consultant or to County. The full policy limits and scope of protection also shall apply to County and its Agents as an additional insured, even if they exceed County’s minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.
31.3.1 CANCELLATION OF OR CHANGES IN INSURANCE

Consultant shall provide County, or Consultant’s insurance policies shall contain, a provision that County shall receive written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance of any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Contract, in the sole discretion of County, upon which County may suspend or terminate this Contract.

31.3.2 FAILURE TO MAINTAIN INSURANCE

Consultant’s failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Consultant and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Consultant resulting from said breach. Alternatively, County may purchase the Required Insurance and, without further notice to Consultant, deduct the premium cost from sums due to Consultant or pursue Consultant reimbursement.

31.3.3 INSURER FINANCIAL RATINGS

Coverage shall be placed with insurers acceptable to County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

31.3.4 CONTRACTOR’S INSURANCE SHALL BE PRIMARY

Consultant’s insurance policy, with respect to any claims related to Consultant's performance under this Contract, shall be primary, up to the maximum policy limits. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Consultant coverage unless the Consultant's insurance policy limits have been exhausted.

31.3.5 INTENTIONALLY OMITTED

31.3.6 DEDUCTIBLES AND SELF-INSURED RETENTIONS (SIRS)

Consultant’s policies shall not obligate County to pay any portion of any Consultant deductible or SIR. County retains the right to require Consultant to reduce or eliminate policy deductibles and SIRs as respects County.

31.3.7 CLAIMS MADE COVERAGE

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the Effective Date of this Contract.

31.3.8 APPLICATION OF EXCESS LIABILITY COVERAGE

Consultant may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

31.3.9 SEPARATION OF INSUREDS

All liability policies shall provide cross liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.
31.3.10 **COUNTY REVIEW AND APPROVAL OF INSURANCE REQUIREMENTS**

County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County’s determination of changes in risk exposures.

31.4 **INSURANCE COVERAGE REQUIREMENTS**

31.4.1 **GENERAL LIABILITY**

Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

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

32. **LIQUIDATED DAMAGES**

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

32.2 [INTENTIONALLY OMITTED]

33. **STANDARD OF SERVICES**

Consultant's Services performed under this Contract shall conform to high professional standards as they exist in Consultant's profession or field of practice. If Consultant's Services provided under this Contract fail to conform to such high professional standards, upon notice from County specifying the failure of performance, Consultant shall, at Consultant's sole expense, re-perform such Services. Consultant shall, at its own expense, correct any data in which (and to extent that) errors have been caused by Consultant or by any tools introduced by Consultant into the System for the purpose of performing Services hereunder.

34. **NONDISCRIMINATION AND AFFIRMATIVE ACTION**

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

34.2 Consultant shall certify to, and comply with, the provisions of Exhibit D (Contractor’s EEO Certification).

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

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

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

34.6 Consultant shall allow County representatives access to Consultant’s employment records during regular business hours to verify compliance with the provisions of this Paragraph 34 when so requested by County.

34.7 If County finds that any provisions of this Paragraph 34 have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate or suspend this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Consultant has violated the anti-discrimination provisions of this Contract.

34.8 The parties agree that in the event Consultant violates any of the anti-discrimination provisions of this Contract, County shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

35. NON-EXCLUSIVITY
Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Consultant. This Contract shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

36. NOTICE OF DELAYS
Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) Business Day, give notice thereof, including all relevant information with respect thereto, to the other party.

37. NOTICE OF DISPUTES
Consultant shall bring to the attention of County’s Project Director and County’s Project Manager any dispute between County and Consultant regarding the performance of services as stated in this Contract. If County’s Project Director, with assistance from County’s Project
Manager, is not able to resolve the dispute, the Sheriff or authorized designee shall make a final resolution which shall bind both County and Consultant.

38. **NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

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

39. **NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

Consultant shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I (Safely Surrendered Baby Law) of this Contract and is also available on the Internet at www.babysafela.org.

40. **NOTICES**

40.1 Notices required or permitted to be given under the terms of this Contract or by any law now or hereafter in effect may, at the option of the party giving notice, be given by personal delivery or by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or substation thereof, or any public mail box.

The notices and envelopes containing same to County shall be addressed to the applicable parties as identified in Exhibit E (County’s Administration).

The notices and envelopes containing same to Consultant shall be addressed to the applicable parties as identified in Exhibit F (Contractor’s Administration).

Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other. The Department’s authorized designee shall have the authority to issue all notices or demands required or permitted by County under this Contract.

40.2 In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to Consultant.

41. **CONFIDENTIALITY AND SECURITY**

41.1 **CONFIDENTIALITY**

41.1.1 **CONFIDENTIAL INFORMATION**

Consultant shall maintain the confidentiality of all records and information, events and circumstances which occur during the course of Consultant’s performance under the Contract, including County Materials (hereinafter “Confidential Information”), in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, guidelines, policies and procedures, and directives relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
Notwithstanding anything herein to the contrary, Consultant acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to which Consultant discloses such confidential information.

41.1.2 DISCLOSURE OF INFORMATION

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

Without limiting the generality of the preceding paragraph, in the event Consultant receives any court or administrative agency order, service of process, or request by any person or entity (other than Consultant’s professionals) for disclosure of any such details, Consultant shall immediately notify County’s Project Director. Thereafter, Consultant 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, Consultant 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.

41.2 [INTENTIONALLY OMITTED]

41.3 [INTENTIONALLY OMITTED]

41.4 [INTENTIONALLY OMITTED]

41.5 [INTENTIONALLY OMITTED]

41.6 REMEDIES

Consultant acknowledges that a breach by Consultant of this Paragraph 41 may result in irreparable injury to County, County shall have the right to seek injunctive relief to enforce the provisions of this Paragraph 41. The provisions of this Paragraph 41 shall survive the expiration or termination of this Contract.

Consultant shall take all reasonable actions necessary or advisable to protect the County under this agreement from loss or damage by any cause.

42. PUBLIC RECORDS ACT

42.1 Any documents submitted by Consultant; all information obtained in connection with County’s right to audit and inspect Consultant’s documents, books, and accounting records pursuant to Paragraph 44 (Record Retention and Inspection/Audit Settlement) of this Contract become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements that meet the exceptions set forth in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked “trade secret”, “confidential” or “proprietary
43. **PUBLICITY**

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

- Consultant shall develop all publicity material in a professional manner; and
- During the term of this Contract, Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name or any seals of County or Department without the prior written consent of County’s Project Director or authorized designee. County shall not unreasonably withhold written consent.

43.2 Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 43 shall apply.

44. **RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

Consultant shall maintain accurate and complete records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Consultant agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material shall be kept and maintained by Consultant and shall be made available to County during the term of this Contract 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 Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County’s option, Consultant shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

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

44.2 Failure on the part of Consultant to comply with any of the provisions of this Paragraph 44 shall constitute a material breach of this Contract upon which County may terminate or suspend this Contract.

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

45. **RECYCLED BOND PAPER**

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

46. **SUBCONTRACTING**

The requirements of this Contract may not be subcontracted by Consultant under any circumstances. Any attempt by Consultant to subcontract will be deemed a material breach of this Contract.

47. **TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of Consultant to maintain compliance with the requirements set forth in Paragraph 20 (Contractor’s Warranty of Adherence to County’s Child Support Compliance Program), shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Consultant to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Contract pursuant to Paragraph 50 (Termination for Default) and pursue debarment of Consultant pursuant to County Code Chapter 2.202.

48. **TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX PROGRAM**

Failure of Consultant to maintain compliance with the requirements set forth in Paragraph 21 (Contractor’s Warranty of Compliance with County’s Defaulted Property Tax Reduction Program), shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Consultant to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Consultant pursuant to County Code Chapter 2.206.

49. **TERMINATION FOR CONVENIENCE**

49.1 Either County or Consultant may terminate this contract for convenience, in whole or in part, from time to time, when such action is deemed by either party to be in their best interest. Termination of work hereunder shall be effected by notice of termination to either party specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

49.2 After receipt of a notice of termination and except as otherwise directed by County, Consultant shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.
49.3 After receipt of the Notice of Termination, Consultant shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than one (1) month from the effective date of termination. Upon failure of Consultant to submit its termination claim and invoice within the time allowed, County may determine, on the basis of information available to County, the amount, if any, due to Consultant in respect to the termination and such determination shall be final. After such determination is made, County shall pay Consultant the amount so determined.

49.4 Subject to the provisions of Paragraphs 49.1 and 49.2 above, County and Consultant shall negotiate an equitable amount to be paid to Consultant by reason of the total or partial termination of work pursuant to this Paragraph 49. County shall pay the agreed amount; subject to other limitations and provided that such amount shall not exceed the total funding obligated under this Contract as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated.

49.5 All material including books, records, documents, or other evidence bearing on the costs and expenses of Consultant under this Contract shall be maintained by Consultant in accordance with Paragraph 44 (Record Retention and Inspection/Audit Settlement).

50. TERMINATION FOR DEFAULT

50.1 County may, by written notice to Consultant, terminate the whole or any part of this Agreement if:

(a) Consultant fails to timely provide and/or satisfactorily perform any task, subtask, deliverable, goods, service or other Work within the times specified in this Agreement, including the finalized Detailed Work Plan or Project Schedule; or

(b) Consultant fails to demonstrate a high probability of timely fulfillment of the performance requirements under this Agreement; or

(c) Consultant fails to make progress as to endanger performance of this Agreement in accordance with its terms; or

(d) Consultant in performance of Work under the Agreement fails to comply with the requirements of this Agreement, including but not limited to the Statement of Work and Exhibit C (County’s Project Control Document); or

(e) Consultant fails to perform or comply with any other provisions of this Agreement or materially breaches this Agreement.

Unless a shorter cure period is expressly provided in this Agreement, termination shall take effect if Contractor does not cure such failure or fails to correct such failure or breach within thirty (30) days (or such longer period as County may authorize in writing) of receipt of written notice from County specifying such failure or breach.

Notwithstanding the foregoing, Contractor shall not be entitled to any cure period, and County may terminate immediately, in the event that Contractor’s failure to perform or comply is not reasonably capable of being cured.
50.2 If, after County has given notice of termination under the provisions of this Paragraph 50, it is determined by County that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 49 (Termination for Convenience).

50.3 [INTENTIONALLY OMITTED]

51. TERMINATION FOR IMPROPER CONSIDERATION

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

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

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

52. TERMINATION FOR INSOLVENCY

52.1 County may terminate this Contract forthwith in the event of the occurrence of any of the following:

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

- The filing of a voluntary or involuntary petition regarding Consultant under the Federal Bankruptcy Code;

- The appointment of a Receiver or Trustee for Consultant; or

- The execution by Consultant of a general assignment for the benefit of creditors.

52.2 The rights and remedies of County provided in this Paragraph 52 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

53. TERMINATION FOR NON-ADHERENCE TO COUNTY LOBBYIST ORDINANCE

Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by Consultant, shall fully comply with County’s Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of Consultant or any County Lobbyist or County Lobbying firm retained by Consultant to fully comply with County’s Lobbyist Ordinance shall constitute a material breach of this Contract, upon which County may in its sole discretion, immediately terminate or suspend this Contract.
54. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, County shall not be obligated for Consultant’s performance hereunder or by any provision of this Contract during any of County’s future Fiscal Years unless and until the Board of Supervisors appropriates funds for this Contract in County’s budget for each such future Fiscal Year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last Fiscal Year for which funds were appropriated. County shall notify Consultant in writing of any such non-allocation of funds at the earliest possible date.

55. VALIDITY

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

56. WAIVER

No waiver by County of any breach of any provision of this Contract 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 this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 56 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

57. WARRANTY AGAINST CONTINGENT FEES

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

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

58. COUNTY LOBBYISTS

Each County lobbyist as defined in Los Angeles County Code Section 2.160.010, retained by Consultant, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of any County lobbyist retained by Consultant to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract. Consultant shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Contract. Consultant warrants that it is not now aware of any facts which do or could create a conflict of interest. If Consultant hereafter becomes aware of any facts which 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, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.
59. PROPRIETARY RIGHTS
All materials, data and other information of any kind obtained from County personnel, and all materials, data, reports and other information of any kind developed by Consultant under this Contract are confidential to and are solely the property of County. This paragraph 59 shall survive the expiration or other termination of this Contract.

60. LICENSES, PERMITS, REGISTRATIONS AND CERTIFICATES
Consultant shall obtain and maintain in effect during the term of this Contract all licenses, permits, registrations, accreditations and certificates, if any, required by all Federal, State, and local laws, ordinances, rules, and regulations, which are applicable to the performance of this Contract, and shall further ensure that all of its officers, employees and agents who perform Services and other work hereunder shall obtain and maintain in effect during the term of this Contract all licenses, permits, registrations, accreditations and certificates which are applicable to their performance of Services and other work hereunder. A copy of each such license, permit, registration, accreditation and certificate required by law shall be provided to County’s Project Director, with a copy to County’s Project Manager, at the address set forth in Exhibit E (County’s Administration) upon request.

61. PROHIBITION AGAINST INDUCEMENT AND PERSUASION
Notwithstanding the above, Consultant and County agree that, during the term of this Contract and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

62. TIME OFF FOR VOTING
Consultant shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (California Elections Code Section 14000). Not less than ten (10) calendar days before every statewide election, every Consultant and subcontractor shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of California Elections Code Section 14000.

63. COMPLIANCE WITH COUNTY’S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING
Consultant acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Consultant or member of Consultant’s staff is convicted of a human trafficking offense, the County shall require that the Consultant or member of Consultant’s staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Consultant’s staff pursuant to this paragraph shall not relieve Consultant of its obligation to complete all work in accordance with the terms and conditions of this Contract.
64. **WARRANTIES**

64.1 **WARRANTY OBLIGATIONS**

Consultant represents, warrants, covenants and agrees that throughout the term of this Contract:

1. Consultant shall strictly comply with the descriptions and representations as set forth in Exhibit A (Statement of Work), with all Attachments thereto, and any applicable executed Change Notice or Amendment.

2. All tasks, subtasks, goods, services, and other work shall be performed in a timely and professional manner by qualified personnel.

3. All tasks, subtasks, goods, services, and other work shall be completed in accordance with this Contract, and any other applicable requirements.

64.2 **DISABLING DEVICE**

Consultant represents and warrants that Consultant shall not intentionally cause any unplanned interruption of the operations of, or accessibility to any of County’s systems or any component through any device, method or means including, without limitation, the use of any “virus”, “lockup”, “time bomb”, or “key lock”, “worm”, “back door” or “Trojan Horse” device or program, or any disabling code, which has the potential or capability of compromising the security of County’s Confidential Information or of causing any unplanned interruption of the operations of, or accessibility of any such County system or any component to County or any user or which could alter, destroy, or inhibit the use of any such system or any component, or the data contained therein (collectively, “Disabling Device(s)”), which could block access to or prevent the use of the system or any component by County or users. Consultant represents, warrants, and agrees that it has not purposely placed, nor is it aware of, any Disabling Device in any system component provided to County under this Contract, nor shall Consultant knowingly permit any subsequently delivered or provided system component to contain any Disabling Device. In addition, Consultant shall prevent viruses from being incorporated or introduced into any County system and shall prevent any viruses from being incorporated or introduced in the process of Consultant’s performance of Services hereunder.

65. **EFFECT OF TERMINATION**

In the event County terminates this Contract in whole or in part as provided herein, then:

1. Consultant, as applicable, shall promptly return to County any and all of County’s Confidential Information and the County Materials that relate to that portion of the Contract and work terminated by County; and

2. Consultant, as applicable, shall transfer and deliver to County all completed work and work in progress, in a media reasonably requested by County; and

3. County, as owner, shall maintain and retain possession and access to the source code of any software or programs developed or modified as a result of providing Services hereunder; and

5. Consultant and County shall continue the performance of this Contract to the extent not terminated.

66. **COMPLIANCE WITH THE COUNTY POLICY OF EQUITY**

Consultant acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity.
(CPOE) (https://ceop.bos.lacounty.gov/pdf/PolicyOfEquity.pdf). Consultant further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. Consultant, employees of Consultant and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of Consultant, employees of Consultant or subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject Consultant to termination of contractual agreements as well as civil liability.

67. SURVIVAL

The provisions in the following Paragraphs shall survive the expiration or termination of this Agreement:

12 Compliance with Applicable Law
24 Employment Eligibility Verification
26 Fair Labor Standards
28 Governing Law, Jurisdiction and Venue
30 Indemnification
31 Insurance
33 Standard of Services
41 Confidentiality and Security
42 Public Records Act
55 Validity
59 Proprietary Rights
63 Compliance with County’s Zero Tolerance Policy on Human Trafficking
65 Warranties
65 Effect of Termination
IN WITNESS WHEREOF, Consultant has executed this Contract, or caused it to be duly 
executed, and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract 
to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the 
Board of Supervisors thereof, the day and year first above written.

CONSULTANT: ROBERT W. WOOD

By ________________________________
Name

By ________________________________
Name

______________________________
Title

COUNTY OF LOS ANGELES

By ________________________________
Chair, Board of Supervisors

ATTEST:

CELIA ZAVAŁA
Acting Executive Officer
of the Board of Supervisors

By ________________________________

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By ________________________________
CAMMY C. DU PONT
Principal Deputy County Counsel
EXHIBIT A

STATEMENT OF WORK

ROBERT W. WOOD

PROFESSIONAL SERVICES

FOR

LOS ANGELES COUNTY SHERIFF’S DEPARTMENT

COMPUTER AIDED DISPATCH SYSTEM (CAD)

SOFTWARE MIGRATION & UPGRADE
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1.0 INTRODUCTION

1.1 Overview

This Statement of Work (“SOW”) defines the general scope of work, specific Tasks to be performed by Robert W. Wood (Consultant) under the direction of the County Project Manager for the Los Angeles County (County) Sheriff’s Department (“Department”) software migration of the Computer Aided Dispatch (“CAD” or “CAD Subsystem”).

Any terms with the initial letter capitalized, which are not defined herein, shall have the meanings given to them in Paragraph 2.0 (Definitions) of the Contract. The terms “County” and “Department” may be used interchangeably throughout this SOW.

1.2 Background

The Mobile Digital Communications System (“MDCS”) is a computer-aided dispatch system that was custom designed by ElectroCom Automation Incorporated for the Department. ElectroCom subcontracted both the software and hardware configuration, architecture to Tandem Inc., who subcontracted the CAD software design to Planning Research Corporation Inc. (“PRC”). PRC was later acquired by several other companies and was ultimately purchased by Northrop Grumman; and Tandem Inc. was ultimately purchased by Hewlett-Packard Enterprise (HPE).

The MDCS interfaces with vehicular based mobile data terminals, the 65 channel UHF radio system, the emergency 9-1-1 telephone system, in addition to interfacing with the Federal, State and County law enforcement databases. The hardware consists of a central host computer located at the Sheriff’s Communication Center (“SCC”) that is connected to 22 Department station computers through the use of the Tandem EXPANDTM line system. The CAD Subsystem, which operates on the HPE NonStop (“NS”) platform, includes message switching, transaction processing and application programs that provide processing for calls-for-service, dispatching to field units, and maintaining status of the field units.

The Department’s CAD hardware consists of Tandem Himalaya K20000 Series NonStop™ Servers and K2000 Series servers, which have been in use since 1999. HPE no longer supports this hardware nor the legacy NonStop operating system. With an obsolete and non-supported CAD hardware platform, the Department must upgrade the CAD hardware and contract with the Consultant.

The Consultant will perform the migration of the CAD Subsystem software from its current legacy hardware platform to the newly supported proprietary HPE Integrity NS Platform. The Consultant, together with Mr. Norman L. Fogel, shall be referred to as the Department’s CAD Programming Consultants (CPCs). The Department’s CPCs shall
work in conjunction with HPE for the duration of the project. Altogether, the Department’s CPCs and HPE comprise the “Project Team”.

1.3 Scope

Consultant shall work with the Project Team to modify, test and implement the migration of the CAD Subsystem software from the old K20000 and K2000 systems onto a new HPE Platform (HPE Integrity NonstopTM Server Line).

1.3.1 The Project Team will establish a project management structure, including risk and issue management, consistent and clear reporting, and communication between the Department, Consultant, CPC and HPE.

1.3.2 During Phase I of the project, the CAD Subsystem will be migrated onto the HPE Integrity NS platform in emulation mode.

1.3.3 During Phase II of the project, the CAD running in emulation mode from Phase I will be upgraded to perform in native mode and fully utilize the new hardware’s capacity and efficiency.

1.3.4 The Project Team will provide professional services to resolve application and/or system incompatibility issues due to hardware upgrade.

1.3.5 The Project Team is responsible for communicating all deficiencies through project status reports to the County Project Manager. The reports will indicate actual and potential impacts to the project timeline and goals, as well as recommend remedies as needed.

1.3.6 In the event that Consultant’s annual hours allocated toward the CAD migration and/or CAD upgrade, as the case may be, are not fully expended, Consultant shall, at the direction of the County Project Manager, provide on-site knowledge transfer/training to select County staff. The training content and training topics shall be mutually agreed to by the parties.

1.4 Goals and Objectives

Goals and objectives for Consultant include the following:

1.4.1 Perform the migration of the CAD Subsystem software from its current legacy hardware platform to the new HPE hardware platform;

1.4.2 Perform upgrade of the CAD Subsystem software from its migrated emulation mode to native mode on the new HPE hardware platform.
1.5 Work Approach

1.5.1 Consultant shall work with the Project Team to develop a detailed Project Plan (Paragraph 4.2, Project Planning and Management) to define tasks required for each phase of the project, the requirements, resources, and estimated timeline to execute the Tasks listed in Section 4.0 of this SOW.

1.5.2 Consultant shall work with the County Project Manager and Mr. Norman L. Fogel to create a Monthly Status Report, in a form and format approved by the County Project Manager, which shall include, but is not limited to:

1.5.2.1 Summary of project progress and changes since the previous Status Report;
1.5.2.2 Work completed during that period.
1.5.2.3 Work scheduled for completion which was not completed.
1.5.2.4 Work expected to be completed during the upcoming period.
1.5.2.5 Status of issues that were reported as open in the previous Status Report.
1.5.2.6 Re-opened issues that had been closed as of the previous Status Report; and
1.5.2.7 New issues.

2.0 PROJECT ASSUMPTIONS

2.1 General Assumptions

2.1.1 Funding has been budgeted for this project;
2.1.2 County is the sole owner of the Source Code for the subject CAD Application Software pursuant to agreement number 49462 between Electrocom Automation Incorporated and County of Los Angeles.
2.1.3 The Application Software consists of the Computer Aided Dispatch System plus all built-in interfaces thereto (see Paragraph 4.5.4).
2.1.4 The underlying legal and institutional basis for the business functions will not significantly change during the course of the project;
2.1.5 Consultant possesses sufficient experience to provide practical business and technical expertise to the Department;
2.1.6 All work shall be done at County facilities unless otherwise authorized in writing by County Project Manager;
2.1.7 Consultant will be assigned as-needed to the project;
2.1.8 Consultant’s work schedule will normally occur within the five-day calendar week of Monday through Friday from 0800 to 1900 hours. The work schedule may vary as approved by County Project Manager or
designee, but will generally not exceed forty hours per week. Consultant and County agree that the workload may require an expenditure of hours on weekends and/or hours outside the 0800-1900 work schedule, on an as-needed basis;

2.1.9 Consultant’s hourly rate will remain firm and fixed for the duration of the Contract; and

2.1.10 Consultant’s hourly rate may not be adjusted to accommodate work conducted on weekends or County-designated holidays.

2.2 Work Location

The primary work location will be located at:

Sheriff’s Communication Center
Communications and Fleet Management Bureau
1277 North Eastern Avenue
Los Angeles, CA 90063

2.3 Responsibilities

2.3.1 COUNTY

The County will administer the Contract in accordance with the Contract, Paragraph 8.0 Administration of Contract - County. County is responsible for:

2.3.1.1 Providing identification badge(s) to the Consultant, for use when providing work on County premises.

2.3.1.2 Monitoring the Consultant’s performance in the daily operation of this Contract.

2.3.1.3 Providing direction to the Consultant in areas relating to policy, information and procedural requirements.

2.3.1.4 Providing direction regarding specific application and/or system issues identified by the Project Team.

2.3.1.5 Providing Consultant with 24/7 internet access to all current/new Guardian OS based systems as well as system manager capabilities on each such system.

2.3.1.6 Providing Consultant with access to a complete set of Guardian OS manuals either in physical or digital format.

2.3.1.7 Removing or moving of any Tandem servers or auxiliary equipment associated with the Tandem servers at SCC or any of the Department’s stations.
2.3.1.8 Installing network equipment or network wiring at SCC or any of the Department’s stations, which includes but is not limited to:

a. Network switches;

b. Network routers;

c. Network connections;

d. Network cards;

e. Network cabling;

f. Configuring any of the above network equipment and appliances

g. Installing or modifying of Desktop operating system (“OS”) software;

h. Installing or modifying of software of any Department CAD workstation;

i. Quality of Service (“QoS”) setting on the Department’s computer network; and

j. Configuring, modifying, setting up, or patching the HPE Integrity operating system software.

2.3.1.9 Purchasing the following hardware according to the project phases in Section 3.0:

a. One HPE Integrity NonStop (NS) development (DEV) system;

b. One HPE Integrity NS staging (KDV*) test system; and

c. One (1) HPE Integrity NS production system (SRC).

2.3.1.10 Obtaining the required HPE Integrity NS installation services for DEV, KDV, and SRC production systems under separate arrangements with HPE.

*KDV will be used for processing of audit trail tapes and staging of CAD software updates/patches/modifications prior to installation on the production system.

2.3.1.11 Contracting with CPCs who have demonstrated the technical fluency and expertise to execute the CAD Upgrade project, and whose primary responsibility is to provide additional services to migrate the CAD Subsystem from the Tandem hardware to the HPE Integrity NS platform.

2.3.1.12 Assigning subject-matter expert County personnel to the project, whose primary duties are to support CAD users as well as the CAD Subsystem software.
EXHIBIT A – STATEMENT OF WORK

2.3.2 CONSULTANT

2.3.2.1 Consultant shall work under the technical direction of County Project Manager, and jointly with the Project Team, to provide services to migrate the CAD application system from the Tandem hardware to the HPE Integrity NS platform.

   a. Consultant shall be able to effectively communicate in English, both orally and in writing.

   b. Consultant will be granted 24/7 physical access to any site required to perform works under the terms of the Agreement.

2.3.2.2 Meetings

Consultant shall attend meetings in person or via video/phone conference only when the County Project Manager or designee is in attendance, during the hours in Paragraph 2.3.4.6 (Work Schedule).

2.3.2.3 Identification Badges

Consultant assigned to County facilities shall wear the appropriate County-provided identification badge.

2.3.2.4 Materials and Equipment

   a. Consultant shall provide all necessary materials/equipment to provide the work described herein which is necessary and above and beyond materials/equipment already provided by County.

   b. Consultant shall use materials and equipment that are safe for the environment and safe for use by the employee.

2.3.2.5 Consultant’s Office

Consultant shall be available to any member of the Project Team Monday through Friday from 0800 to 1900 hours, excluding County-designated holidays. Consultant shall provide County Project Manager a telephone number where the Consultant may be reached.

2.3.2.6 Work Schedule

Consultant shall assist the County’s Project Manager and Mr. Norman L. Fogel in developing a work schedule based on the requirements of the project, staff schedules and with consideration for Consultant’s hourly rate.
3.0 PROJECT PHASES

The Department’s approach and direction consists of the following two phases:

3.1 Phase I – CAD Subsystem software Migration to New Hardware
3.2 Phase II - CAD Subsystem software Upgrade (Tasks to be determined)

4.0 PROJECT TASKS

Unless specified otherwise and as applicable, all Tasks, and Subtasks described in this Section 4.0 (“Project Tasks”) of this SOW shall be performed by Consultant while simultaneously supporting the Project Team and the Department.

4.1 TASK 1.0 – Project Workshop

4.1.1 Subtask 1.1 – Attend Project Workshop

Consultant may participate in an HPE led workshop for no more than 40 hours to facilitate understanding of the HPE Integrity NonStop system.

This workshop may be conducted onsite at the SCC, or at another location as approved by County Project Manager or designee.

4.1.2 Subtask 1.2 - Read Technical Manuals

Consultant shall read the HPE Integrity NonStop technical manuals and note the relevant areas as it relates to the migration of the CAD Subsystem software to run on the new NS Development system hardware.

4.2 TASK 2.0 - Project Planning and Management

Consultant shall work jointly with the Project Team to assist County Project Manager in developing a single Project Plan and Project Schedule that reflects timely completion of project milestones and estimated hours; and to establish a reporting system which will provide routine and realistic assessments of the project’s progress.

4.2.1 Subtask 2.1 – Jointly develop Project Plan and Project Control Document

Consultant shall work jointly with the Project Team to assist County Project Manager in developing a single Project Plan, the primary component of which shall be the Project Control Document (PCD). The contents of the Project Plan shall include the following:
- **Introduction:** Summarizes the Project Plan; a review of the shared vision for the project relationship, the strategic goal(s) of the implementation effort, and how Consultant will meet the Department’s operational objectives.
- **Executive Summary:** Provides a high level overview of the main features and goals of the Project Plan.
- **Project Mission & Objectives:** Describes the operational need for proceeding with the project, the objectives to be achieved under the project and critical success factors for Department based on information provided to Consultant by Department and any assumptions or limitations related to the Project Plan.
- **Project Scope:** Describes the overall scope of the project. Acts as a confirmation of project scope, validation, and implementation objectives.
- **Project Control Document (PCD) – Master Project Schedule:** Consultant shall work jointly with the Project Team to assist County Project Manager in developing a PCD for the project Tasks, and milestones. Tasks to be performed by the Project Team must be specifically addressed in the PCD. The PCD shall include the order in which the Tasks and Subtasks will be performed. Additional Tasks which are not enumerated herein may also be identified in the PCD. Consultant and the County Project Manager will continuously review this analysis according to the project timeline. The PCD shall also include, at a minimum, the following project reviews, strategies and documentation:
  
  a. Project Scope Review  
  b. Pre-implementation Validation Plan  
  c. Implementation Validation Plan  
  d. Post-implementation Certification Plan  

In addition, the PCD shall also address the following ongoing project tasks:

  a. Status Reporting  
  b. Issue Escalation and Resolution  
  c. Change Control Management  

In the PCD, the County Project Manager will specify the planned review cycle for each Task produced by the Consultant.
- **Project Review -** The PCD is a critical element of County’s Quality Control plan. All negative deviations (e.g., project delays) from the original and any subsequent approved versions of the PCD, including the Project Schedule, shall be documented by both County Project Directors with input from the Consultant, utilizing the Change Notice process in accordance with Paragraph 8 of the Contract (Change Notices and Amendments).
a. Upon such time the cumulative effect of project delays equals thirty (30) calendar days, a Change Notice shall be processed not later than fifteen (15) calendar days following the last observed delay. In like manner, a Change Notice shall be processed for each subsequent aggregation of project delays which equals thirty (30) calendar days. Each Change Notice shall identify 1) the delayed Task(s), 2) date of delay, 3) the reason(s) for each delay and 4) the description of the Work impacted.

b. Notwithstanding the County Project Director’s authority to process Change Notices for project delays and to grant Consultant reasonable extensions of time for Work performed (Agreement, Paragraph 4.5 (Extensions of Time), upon such time the cumulative effect of project delays equals ninety (90) calendar days, County’s Project Director will initiate a formal Project Review. The Project Review will be conducted by, though not limited to, the Department’s Office of Technology Planning in consultation with County Counsel. In like manner, County will initiate a formal Project Review for each subsequent ninety (90)-day extension thereafter.

c. At minimum, Consultant shall attend all project meetings, as-needed, pursuant to Paragraph 4.2.2 (Perform Project Management Duties) below.

d. Each Project Review may result in 1) an assessment of the project’s progress to-date, 2) an assessment of the future success of the project, 3) remedial recommendations for continued Work, or 4) a recommendation for termination of the Agreement.

e. Consultant shall, under the direction of County’s Project Director or designee, update the PCD throughout the Term of the Agreement. All versions of the PCD to-date, as well as all resultant Change Notices, are subject to review and revision by County at any time.

- **Project Team:** Identifies County’s Project Team (including HPE and Department’s CPCs) and project organization, including roles and responsibilities of the Project Team members;

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

- **Issues Tracking Log (ITL):** Consultant shall co-develop with the Project Team, an ITL for tracking project issues and deficiencies. Consultant shall ensure the ITL is updated on a regular basis as mutually agreed upon.
Personnel authorized by the County Project Manager shall be able to view and print ITL information. The ITL contains, but is not limited to, the following information:

b. Issue description.
c. Issue type (based on a scheme for classifying issues).
d. Date the issue was first identified.
e. Date the issue was first entered into the Issues Tracking Log.
f. Person(s) involved in initially discovering or reporting the issue.
g. Person assigned to manage the resolution of the issue.
h. Date of assignment to manage the resolution of the issue.
i. Strategy or plan for resolving the issue (allow for revisions, and show revision history).
j. Projected date that a resolution to the issue is expected.
k. Actions taken in attempting to resolve the issue, person(s) taking each action and the result or outcome of each action.
l. Current issue status.

- **Monthly Status Reports:** Consultant shall co-develop with the Project Team, a Monthly Status Report which reports on the prior month’s project status and activities. The report shall include, but is not limited to:

  a. Summary of project progress and changes since the previous Status Report.
b. Work completed during that period.
c. Work scheduled for completion which was not completed.
d. Work expected to be completed during the upcoming period.
e. Status of issues that were reported as open in the previous Status Report.
f. Re-opened issues that had been closed as of the previous Status Report.
g. New issues.
h. Readiness assessments.
i. Any other information that the Department may from time to time reasonably require.
j. Any revisions to the PCD explaining (1) what has changed since the previous month’s updated PCD, and (2) what has changed since the baseline PCD.
4.2.2 Subtask 2.2 – Perform Project Management Duties

4.2.2.1 Consultant shall support County Project Manager on an as-needed basis to manage project activities and resources, and track project status for the completion of the tasks and subtasks as listed in this SOW and further listed in the Project Plan. This includes managing and tracking issues, and upon five (5) business days’ notice, attending project meetings in person or via teleconference.

4.2.2.2 Project meetings will be scheduled by the County Project Manager. The interval between project meetings shall generally not exceed 30 days. Project meetings will take place for the duration of the Contract. For each meeting, Contractor shall prepare and provide a written Project Status Report to all meeting attendees. The report shall cover, at a minimum, project progress, plans, and outstanding issues. All identified issues shall be resolved through the issue resolution process specified in the PCD. The Project Status Report shall include the following:

a. Executive Summary – highlighting key accomplishments and issues
b. Tasks completed
c. Tasks delayed
d. Upcoming tasks
e. Issues Tracking Log (ITL)
f. Updated Project Schedule

4.3 TASK 3.0 – PHASE I: Validate the Setup and Configuration of New Development Environment

Consultant shall, in conjunction with Mr. Norman L. Fogel, validate the setup of the following configurations:

a. CAD configuration programs
b. CAD application programs
c. CAD library routines
d. CAD external database interfaces

4.4 TASK 4.0 – Execute CAD Migration in Development Environment

4.4.1 Consultant shall in accordance with Paragraph 4.2 (Project Control Document), work with the Project Team to migrate the legacy CAD Subsystem software running on the legacy hardware platform onto the new HPE Integrity NS hardware. The legacy CAD Subsystem software will be migrated to the HPE Integrity NS DEV server, as determined by the Project Team in consultation with the Department.
4.4.2 Consultant shall, in conjunction with Mr. Norman L. Fogel, execute CAD migration systematically using the software and hardware development environment provided by the County as specified in the Project Plan.

4.4.3 Consultant shall, in conjunction with Mr. Norman L. Fogel, configure, validate, re-program, and test existing interfaces and CAD application programs to ensure CAD functions on the new development HPE Integrity NS hardware as designed.

4.4.4 Prior to placing the CAD Application Software into the live Production Environment, there will be a thirty (30) consecutive calendar-day County test period. During the test period, County will identify any CAD Application Software problems. County will document the problem and submit it to Consultant in writing, along with any supporting documentation such as screen prints, CAD data record images, etc. Consultant shall attempt to replicate the identified problem and respond to County in writing as follows:

   a. the problem could not be replicated by Consultant.
   b. the problem is not inherent to CAD; rather the problem is a result of the manner of operation of the Application Software;
   c. the Application Software is not responsible for the described problem; or
   d. Consultant has identified and remedied the problem as described by County to County’s satisfaction.

4.4.5 Upon Consultant’s identification and remedying of the Application Software problem, the thirty (30) consecutive calendar-day test period may restart at the sole discretion of the County Project Manager.

4.5 TASK 5.0 – Cutover to Production and Phase I Closeout

4.5.1 Consultant shall, in conjunction with Mr. Norman L. Fogel, migrate the CAD Subsystem software to the new HPE Integrity NS SRC Production Environment. The migrated CAD Subsystem will be placed into production as outlined in the Project Control Document (Paragraph 4.2).

4.5.2 Consultant shall work with the Project Team to monitor the migrated CAD Subsystem software on the new system.

4.5.3 Consultant shall work with the Project Team to troubleshoot and correct all issues that are presented regarding the migrated CAD Subsystem software.

4.5.4 Consultant shall work with the Project Team to test, troubleshoot and repair the following interfaces to ensure proper connection, receiving, and sending with:
a. California Law Enforcement Telecommunications System (CLETS)
b. GeoSpatial Technologies, Inc. (GST)
c. Audio Identification (AID) decoder
d. E911 Interface
e. Console Switch System (CSS)
f. Justice Data Interface Controller (JDIC)
g. JDIC that interfaces with the Mobile Digital Communications (MDC) computers in the vehicles.

4.5.5 Testing and Monitoring – Phase I Closeout

4.5.5.1 Consultant shall, in conjunction with Mr. Norman L. Fogel, provide support to the Department to test the CAD Subsystem software on the new Integrity NS Production hardware. Testing shall ensure the migrated software is working correctly with the new hardware and new operating system, and is maximizing the capacity of the new hardware for future system expansion and/or enhancements of the CAD.

4.5.5.2 Consultant shall, in conjunction with Mr. Norman L. Fogel, analyze and communicate system performance and usage. Consultant shall assist County in verifying that the CAD Subsystem software functions as designed.

4.5.5.3 County will monitor the migrated CAD in the production environment for a period not less than thirty (30) calendar days. During this period, County will identify any CAD Application Software problems. County will document the problem and submit it to Consultant in writing, along with any supporting documentation such as screen prints, CAD data record images, etc. Consultant shall attempt to replicate the identified problem and respond to County in writing as follows:

a. the problem could not be replicated by Consultant.
b. the problem is not inherent to CAD; rather the problem is a result of the manner of operation of the Application Software;
c. the Application Software is not responsible for the described problem; or
d. Consultant has identified and remedied the problem as described by County to County’s satisfaction.

Upon Consultant’s identification and remedying of the Application Software problem, the thirty (30) consecutive calendar-day test period may restart at the sole discretion of the County Project Director or designee.
4.5.5.4 Phase I Closeout. Upon operation of the migrated CAD application for a period of thirty (30) consecutive days, Phase I migration work will cease, and preparations for Phase II will commence, all upon approval of the County Project Director or designee.

4.5.7 At the conclusion of work for this Task 5.0, the DEV system will remain as a development system after CAD migration is completed; KDV system will be repurposed as staging of CAD software updates / patches / modifications that need to be installed on the CAD Production system, as well as processing audit trails. SRC will be used as the CAD production system.

4.6 Task 6.0 – Phase II: Preparation for CAD Application Upgrade (Review Point)

4.6.1 Phase II will begin with a project review/checkpoint. Consultant, together with the County Project Director, County Project Manager, and the Project Team, shall outline a Phase II Development and Implementation Strategy to the task level.

4.6.2 Consultant, together with the Project Team, shall configure and set up the new development hardware platform for CAD upgrade.

4.7 Task 7.0 – CAD Upgrade Task Sequence – To Be Determined

Beginning with this Task 7.0, Consultant and Project Team, with support from HPE, shall begin the CAD application upgrade process in accordance with the steps outlined in the Phase II Development and Implementation Strategy. The SOW will be updated to enumerate the Tasks hereforward, in accordance with Paragraph 8 of the Contract (Change Notices and Amendments). Consultant and Project Team shall update the PCD accordingly.

4.7.1 Consultant shall, in accordance with Paragraph 4.2 (Project Control Document), work with the Project Team to upgrade the CAD Subsystem running on the new HPE hardware to fully utilize the new hardware’s capacity and efficiency for future system expansions and/or enhancements.

4.7.2 Prior to placing the upgraded CAD Application Software into the live Production Environment, there will be a thirty (30) consecutive calendar-day County test period. During the test period, County will identify any CAD Application Software problems. County will document the problem and submit it to Consultant in writing, along with any supporting documentation such as screen prints, CAD data record images, etc. Consultant shall attempt to replicate the identified problem and respond to County in writing as follows:

a. the problem could not be replicated by Consultant;
b. the problem is not inherent to the upgraded CAD; rather the problem is a result of the manner of operation of the upgraded Application Software;

c. the upgraded Application Software is not responsible for the described problem; or

d. Consultant has identified and remedied the problem as described by County to County’s satisfaction.

4.8 CUTOVER TO PRODUCTION AND PROJECT CLOSEOUT

4.8.1 Cutover Upgraded CAD to the Production Environment

Consultant shall, in conjunction with Mr. Norman L. Fogel, move the upgraded CAD Subsystem to the new HPE Integrity NS production hardware. The updated CAD Subsystem will be placed into production as outlined in the Project Control Document (Paragraph 4.2).

4.8.2 Consultant shall work with the Project Team to troubleshoot and resolve any issues stemming from the upgraded CAD Subsystem software on the Integrity NS SRC production environment.

4.8.3 Testing and Monitoring

4.8.3.1 Consultant shall, in conjunction with Mr. Norman L. Fogel, provide support to the Department to test the CAD Subsystem software on the new Integrity NS Production hardware. Testing shall ensure the upgraded software is working correctly with the new hardware and new operating system, and is maximizing the capacity of the new hardware for future system expansion and/or enhancements of the CAD.

4.8.3.2 Consultant shall, in conjunction with Mr. Norman L. Fogel, analyze and communicate system performance and usage. Consultant shall assist County in verifying that the CAD Subsystem software functions as designed.

4.8.3.3 County will monitor the upgraded CAD in the production environment for a period not less than thirty (30) calendar days. During this period, County will identify any CAD Application Software problems. County will document the problem and submit it to Consultant in writing, along with any supporting documentation such as screen prints, CAD data record images, etc. Consultant shall attempt to replicate the identified problem and respond to County in writing as follows:

a. the problem could not be replicated by Consultant.

b. the problem is not inherent to CAD; rather the problem is a result of the manner of operation of the Application Software;
c. the Application Software is not responsible for the described problem; or

d. Consultant has identified and remedied the problem as described by County to County’s satisfaction.

Upon Consultant’s identification and remedying of the Application Software problem, the thirty (30) consecutive calendar-day test period may restart at the sole discretion of the County Project Director or designee.

4.8.3.4 **Project Closeout.** Upon operation of the upgraded CAD application for a period of thirty (30) consecutive days, Phase II upgrade work will cease upon approval of the County Project Director or designee.
ATTACHMENT A.1

CONTRACT DISCREPANCY REPORT
CONTRACT DISCREPANCY REPORT

TO: ______________________________

FROM: ______________________________

DATES: Prepared by County: ___________ Received by Contractor: _______________

 Returned by Contractor: _______________

Action Completed: _______________

DISCREPANCY PROBLEMS:

___________________________________________________________________________________________

___________________________________________________________________________________________

_____________________________  _________________________
Signature of County Representative                 Date

CONTRACTOR RESPONSE (Cause and Corrective Action):

___________________________________________________________________________________________

___________________________________________________________________________________________

_____________________________  _________________________
Signature of Contractor Representative                 Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

___________________________________________________________________________________________

___________________________________________________________________________________________

_____________________________  _________________________
Signature of County Representative                 Date

COUNTY ACTIONS:

___________________________________________________________________________________________

___________________________________________________________________________________________

_____________________________  _________________________
Signature of County Representative                 Date

CONTRACTOR NOTIFIED OF ACTION:

County Representative’s Signature and Date ________________________________

Contractor Representative’s Signature and Date ________________________________
EXHIBIT B

PRICING SHEET
**EXHIBIT B**

**PRICING SHEET**

**SERVICE FOR:** Los Angeles County Sheriff’s Department  
Communications and Fleet Management Bureau

**SERVICE:** Data Processing Consultant Services (Migration) for Mobile Digital  
Communications System (MDCS)

**CONSULTANT HOURLY RATES:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>CAD Migration – Phases I-II (As Applicable)</td>
<td>$300/hour</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Consultant Annual Hours:</th>
<th>1,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consultant Maximum Hours:</td>
<td>3,000</td>
</tr>
<tr>
<td>Consultant Annual Sum (Not-to-Exceed):</td>
<td>$300,000</td>
</tr>
<tr>
<td>Consultant Contract Sum (Not-to-Exceed):</td>
<td>$900,000</td>
</tr>
</tbody>
</table>
EXHIBIT D

CONSULTANT’S EEO CERTIFICATION
CONSULTANT'S EEO CERTIFICATION

Consultant Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONSULTANT'S SPECIFIC CERTIFICATIONS

1. The Consultant has a written policy statement prohibiting discrimination in all phases of employment. Yes □ No □

2. The Consultant periodically conducts a self analysis or utilization analysis of its work force. Yes □ No □

3. The Consultant has a system for determining if its employment practices are discriminatory against protected groups. Yes □ No □

4. Where problem areas are identified in employment practices, the Consultant has a system for taking reasonable corrective action, to include establishment of goals or timetables. Yes □ No □

Authorized Official’s Printed Name and Title

Authorized Official’s Signature Date
EXHIBIT E

COUNTY’S ADMINISTRATION
COUNTY’S ADMINISTRATION

CONTRACT NO. ________________

COUNTY PROJECT DIRECTOR:

Name: Judy A. Anderson  
Title: Captain  
Address: 1277 Eastern Avenue  
Los Angeles, CA 90063  
Telephone: (323) 881-8002  
E-Mail Address: JAAnders@lasd.org

COUNTY PROJECT MANAGER:

Name: Marshall Yelverton  
Title: Lieutenant  
Address: 1277 Eastern Avenue  
Los Angeles, CA 90063  
Telephone: (323) 881-8024  
E-Mail Address: MRYelver@lasd.org

COUNTY DIVISION BUDGET REPRESENTATIVE:

Name: Thea Sheridan  
Title: Division Budget Representative  
Address: 12440 E. Imperial Hwy. #650E  
Norwalk, CA 90650  
Telephone: (562) 345-4307  
E-Mail Address: HTSherid@lasd.org
COUNTY CONTRACT PROJECT MONITOR:

Name: Dave Culver
Title: Assistant Director, Fiscal Administration
Address: 211 W. Temple St. 6th Floor
Los Angeles, CA 90012
Telephone: (213) 229-3260
E-Mail Address: DECulver@lasd.org
CONTRACTOR’S ADMINISTRATION

CONSULTANT’S NAME: _________________________________________________________

CONTRACT NO: ______________________________________________________________

Name: _______________________________________________________________________
Title: _______________________________________________________________________
Address: _____________________________________________________________________

Telephone: _____________________________
Facsimile: _____________________________
E-Mail Address: _________________________

NOTICES TO CONSULTANT SHALL BE SENT TO THE FOLLOWING:

Name: _______________________________________________________________________
Title: _______________________________________________________________________
Address: _____________________________________________________________________

Telephone: _____________________________
Facsimile: _____________________________
E-Mail Address: _________________________
EXHIBIT G

ACKNOWLEDGEMENT, CONFIDENTIALITY, AND PROPRIETARY RIGHTS AGREEMENT
ACKNOWLEDGEMENT, CONFIDENTIALITY, AND PROPRIETARY RIGHTS AGREEMENT

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

CONSULTANT NAME ____________________________     Contract No.___________________

GENERAL INFORMATION:

The Consultant referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Consultant to sign this Consultant Acknowledgement, Confidentiality, and Proprietary Rights Agreement.

CONSULTANT ACKNOWLEDGEMENT:

Consultant understands and agrees that he is an independent contractor that will provide services in the above referenced agreement in Consultant’s sole capacity.

Consultant is not an employee of the County of Los Angeles for any purpose whatsoever and Consultant will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of his performance of work under the above-referenced contract.

CONFIDENTIALITY AGREEMENT:

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

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

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

Consultant agrees to report any and all violations of this agreement by Consultant and/or by any other person of whom Consultant becomes aware.

Consultant acknowledges that violation of this agreement may subject Consultant to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.
ACKNOWLEDGEMENT, CONFIDENTIALITY, AND PROPRIETARY RIGHTS AGREEMENT

PROPRIETARY RIGHTS AGREEMENT

Consultant agrees that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by Consultant in whole or in part pursuant to the above referenced Contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, Consultant hereby assigns and transfers to the County in perpetuity for all purposes all rights, title, and interest in and to all such items. Whenever requested by the County, Consultant agrees to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement.

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

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

SIGNATURE: ________________________________ DATE: _____/____/____

PRINTED NAME: ________________________________

POSITION: ________________________________
EXHIBIT H

JURY SERVICE ORDINANCE
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)
Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

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

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

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

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

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

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

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

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

2.203.090. Severability.

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

No shame. No blame. No names.

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

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

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


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

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 periodo 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 franqués 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 Ninos y Familias.

¿Cómo funciona?
El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma 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 habilitados le instruirán en el proceso para la recuperación.

¿Qué pasa si el padre/madre desea recuperar a su bebé?
Los padres que cambian de opinión pueden comenzar el proceso de recuperación dentro de tres días (72 horas) del nacimiento. Los 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 pueden 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 lleve un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resulten 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 entregó al bebé?
Una vez que los padres o adultos 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 hayas escuchado historias trágicas sobre bebés abandonados en banquetes o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocurrido en sus embarazos, por temor a lo que pasará si las familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían madre a quien pedir ayuda. El abandono de un recién nacido es ilegal y puede llevar a una situación de peligro extremo. Muñecos el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.
# SOLE SOURCE CHECKLIST

<table>
<thead>
<tr>
<th>Check (√)</th>
<th>JUSTIFICATION FOR SOLE SOURCE CONTRACTS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Identify applicable justification and provide documentation for each checked item.</td>
</tr>
<tr>
<td>✓</td>
<td>Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. Monopoly is an “Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</td>
</tr>
<tr>
<td></td>
<td>Compliance with applicable statutory and/or regulatory provisions.</td>
</tr>
<tr>
<td></td>
<td>Compliance with State and/or federal programmatic requirements.</td>
</tr>
<tr>
<td></td>
<td>Services provided by other public or County-related entities.</td>
</tr>
<tr>
<td></td>
<td>Services are needed to address an emergent or related time-sensitive need.</td>
</tr>
<tr>
<td></td>
<td>The service provider(s) is required under the provisions of a grant or regulatory requirement.</td>
</tr>
<tr>
<td>✓</td>
<td>Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.</td>
</tr>
<tr>
<td></td>
<td>Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.</td>
</tr>
<tr>
<td></td>
<td>It is more cost-effective to obtain services by exercising an option under an existing contract.</td>
</tr>
<tr>
<td>✓</td>
<td>It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.</td>
</tr>
</tbody>
</table>

_________________________  ____________________
Chief Executive Office     Date

Services Contracting Manual
SOLE SOURCE QUESTIONNAIRE

It is the policy of the County, to solicit the maximum number of bids/proposals for a commodity or service from the largest relevant market and to select vendors on a competitive basis.

There are certain acquisitions which when in the best interest of the County, can only be obtained from a sole source. Sole source acquisitions must be justified in sufficient detail to explain the basis for suspending the usual competitive procurement process.


DOCUMENTATION FOR SOLE SOURCE JUSTIFICATION FOR

________________________________________________________________________
________________________________________________________________________

MUST INCLUDE RESPONSES TO THE FOLLOWING QUESTIONS:

Justification – Commodity/Services

1. What is being requested?

   CAD sub-system software migration consulting services.

2. Why is the product needed? – How will it be used?

   The Department’s required time frame for project completion is critical and cannot be exceeded without extreme hardship. The consulting services performed by Mr. Robert Wood for the Mobile Digital Communications System are required to migrate the existing Department’s ‘mission critical’ Computer-Aided Dispatch (CAD) sub-system supporting 9-1-1 and dispatching of citizen’s call for service to deputies in patrol cars from its current legacy hardware platform to a supported hardware platform.

3. Is this brand of product the only one that meets the user’s requirements? If yes, what is unique about the product?

   Yes. These are services. Mr. Wood’s services will be used to supplement those provided by Mr. Norman Fogel. Like Mr. Fogel, Mr. Wood is one of the few surviving members of the engineering team that designed and implemented the CAD sub-system in 1989. Mr. Wood has recently retired from his most recent position with Northup Grumman, thus making his services available to the County to supplement the CAD migration effort of Mr. Fogel.
4. **Have other products/vendors been considered? If yes, which products/vendors have been considered and how did they fail to meet the user’s requirements?**

Aside from Mr. Fogel, no other vendor offers a service or employs personnel that were part of the original engineering team for the Department’s CAD sub-system. The continued operation of the communication system, including interface and processing requirements, is vital to the Department’s field operations. The retention of Mr. Wood as a sole source vendor for migrating the CAD sub-system is vital to Department operations.

5. **Will purchase of this product avoid other costs, e.g. data conversion, training, purchase of additional hardware, etc.?**

Yes, the CAD migration services performed by Mr. Wood will avoid the additional training and recruiting costs in finding qualified personnel.

6. **Is the product proprietary or is it available from various dealers? Have you verified this?**

The service is proprietary.

7. **Reasonableness of Price. Does the County obtain a special or pricing not available to the private sector? How does County pricing compare with other governmental entities?**

This service is not available to the private sector.

8. **If this purchase is an upgrade of existing equipment, what is the dollar value of existing equipment and the purchase order number for the existing equipment?**

Not applicable.

**Justification – Consulting Services**

Justifying sole source for consulting services is more complicated than for commodities. Each transaction is unique, there is no simple formula to follow, and there are subjective factors to be considered. The following reasons have been used previously to justify sole source successfully:

1. No other vendor offers a service or employs personnel meeting the minimum requirements.
2. The client department’s required time frame for project completion is critical and cannot be exceeded without extreme hardship.

3. The cost to continue with the same consultant is less than the cost for any other consultant due to the time necessary to get up to speed (learning curve) with the project.

4. A unique and proprietary solution has been offered which is determined to be in the best interest of the County.
<table>
<thead>
<tr>
<th>BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER</th>
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<tbody>
<tr>
<td><strong>OPS CLUSTER</strong> AGENDA REVIEW DATE</td>
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<td><strong>BOARD MEETING</strong></td>
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<td><strong>SUPERVISORIAL DISTRICT AFFECTED</strong></td>
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<td><strong>DEPARTMENT</strong></td>
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<td><strong>SUBJECT</strong></td>
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<td><strong>SOLE SOURCE CONTRACT</strong></td>
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<td><strong>DEADLINES/TIME CONSTRAINTS</strong></td>
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<td><strong>COST &amp; FUNDING</strong></td>
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<td><strong>TERMS (if applicable):</strong></td>
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<td><strong>PURPOSE OF REQUEST</strong></td>
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<td><strong>BACKGROUND (include internal/external issues that may exist)</strong></td>
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<td><strong>DEPARTMENTAL AND OTHER CONTACTS</strong></td>
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August 13, 2019

Dear Supervisors:

APPROVAL OF AMENDMENT NO. 1 TO SOLE SOURCE AGREEMENT NO. H-705979 WITH THE CENTER TO PROMOTE HEALTHCARE ACCESS, INC. D.B.A. ALLUMA (FORMERLY D.B.A., SOCIAL INTEREST SOLUTIONS) FOR WEB-BASED ONE-E-APP SYSTEM AND RELATED SERVICES (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

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

SUBJECT

Approval of Amendment No. 1 to extend the term of the Web-Based One-e-App System and Related Services Agreement with The Center to Promote Healthcare Access, Inc. d.b.a. Alluma [formerly d.b.a., Social Interest Solutions ("SIS")], for the Department of Health Services.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Director of Health Services (Director), or authorized designee, to execute Amendment No. 1 (Amendment) to Agreement No. H-705979 (Agreement) with The Center to Promote Healthcare Access, Inc. d.b.a. Alluma, effective upon its execution, to: (a) extend the Agreement term for one additional year through August 31, 2020, with an option to extend for up to two consecutive one-year periods through August 31, 2022; (b) increase the Maximum Contract Sum by $2,150,729 from $4,795,442 to $6,946,171 for the entire term, which includes $435,950 in pool dollars; and (c) incorporate administrative changes to the Agreement, including but not limited to: addition, modification, or removal of any relevant terms and conditions and to comply with changes in applicable law.
2. Delegate authority to the Director, or authorized designee, to execute future Amendments to the Agreement to: (a) extend the term for up to two (2) consecutive one-year periods; (b) incorporate administrative changes to the Agreement, including but not limited to: addition, modification, or removal of any relevant terms and conditions and to comply with changes in applicable law; (c) approve necessary changes to the Statement of Work (SOW) and/or to the work component pricing with no change to Maximum Contract Sum; (d) implement additional programmatic and administrative changes, including modifications to the Department of Health Services’ (DHS) operational protocols that are reflected in the Agreement and other adjustments that do not materially alter the scope of service; and (e) use pool dollars to provide for additional work described in the Agreement as needed, subject to the review and approval by County Counsel, and, if applicable, the Chief Information Office (CIO).

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

Approval of the first recommendation will allow the Director, or authorized designee, to: execute an Amendment, substantially similar to Exhibit I, with Alluma to extend the term of the Agreement by one year through August 31, 2020; allow up to two additional consecutive one-year periods through August 31, 2022; and to increase the Maximum Contract Sum for the entire term of the Agreement, as a result of exercising any extension. The term of the current Agreement expires on August 31, 2019.

The recommended extension will enable Alluma to continue to provide, operate, and maintain the One-e-App (OEA) system with all existing functionality as defined in the current Agreement. DHS facilities and Community Partners (CP) clinics use OEA to screen applicants to determine eligibility for various health care programs (e.g. Medi-Cal). After the initial screening, if it is determined that the applicant does not qualify for any public health care insurance programs, they will be offered enrollment into My Health LA (MHLA) through the OEA system. MHLA is a County funded program to assist eligible participants with accessing health care services through its network of contracted CP clinics.

Approval of the second recommendation will allow the Director, or authorized designee, to amend the Agreement to extend the term for up to two (2) consecutive one-year periods, incorporate administrative changes, approve necessary change to the SOW and/or work component pricing with no change to the Maximum Contract Sum, implement additional programmatic and administrative changes, and use pool dollars to provide for additional work described in the Agreement, subject to review and approval by County Counsel and, if applicable, the CIO.

**Implementation of Strategic Plan Goals**

The recommended actions support Strategy III.2, “Embrace Digital Government for the Benefit of Our Internal Customers and Communities” and Strategy III.3, “Pursue
Operational Effectiveness, Fiscal Responsibility, and Accountability” of the County’s Strategic Plan.

**FISCAL IMPACT/FINANCING**

The total maximum County obligation under the Agreement, including the maximum extension period of September 1, 2019 through August 31, 2022, is $6,946,171.

Funding is included in DHS’ Fiscal Year (FY) 2019-20 Recommended Budget and will be requested as a continuing appropriation in future years, as needed.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On February 25, 2014, the Board approved the Sole Source Agreement with SIS to manage the ongoing development and operation of OEA for DHS. During the extension period of September 1, 2019 through August 31, 2022, DHS plans to negotiate a new agreement with Alluma to replace and/or upgrade the existing OEA system with a new platform in development with Alluma, which will allow for an improved, more streamlined application processing into the MHLA program.

This recommended Amendment to the Agreement, includes all updated Board required provisions. The Agreement continues to allow for termination for convenience by the County upon a 30-day prior written notice.

The CIO has reviewed the Board letter and recommends approval of the Amendment. The CIO determined that this recommended action will not introduce any new technology-related changes and, therefore, does not require a formal CIO Analysis.

The Contractor has made a business decision to change their “Doing Business As” designation from “Social Interest Solutions” to “Alluma” and shall now be known as “The Center to Promote Healthcare Access, Inc. D.B.A. Alluma.

County Counsel has approved Exhibit I as to form.

The Agreement for Web-Based One-e-App System and Related Services, including this Amendment, is not a Proposition A Agreement, as the services provided under the Agreement are highly specialized and cannot currently be provided by County staff and, therefore, are not subject to the Living Wage Program (Los Angeles County Code Chapter 2.201).

**CONTRACTING PROCESS**

In accordance with Board Policy No. 5.100 (Attachment A), on January 24, 2019, DHS notified the Board of its intent to enter into sole source negotiations for the extension of Agreement No. H-705979 with Alluma.
The current Agreement with Alluma needs to be amended to allow for sufficient time for DHS to negotiate a new agreement with Alluma to replace and/or upgrade the OEA system for DHS and other participating CPs.

This Amendment complies with Board Policy 5.100 and is therefore being recommended to continue as a sole source agreement (See Attachment B).

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommendations will ensure the continued provision and upgrade of an automated eligibility and enrollment process customized for DHS’ and CPs’ needs.

Respectfully submitted, 

Christina R. Ghaly, M.D.  
Director

Reviewed by: 

William S. Kehoe  
Chief Information Officer

CRF:az 

Enclosures (3) 

c: Chief Executive Officer  
County Counsel  
Executive Office, Board of Supervisors
## SOLE SOURCE CHECKLIST

<table>
<thead>
<tr>
<th>Check (√)</th>
<th><strong>JUSTIFICATION FOR SOLE SOURCE CONTRACTS</strong></th>
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<tbody>
<tr>
<td></td>
<td>Identify applicable justification and provide documentation for each checked item.</td>
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<tr>
<td></td>
<td>➢ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. Monopoly is an “Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</td>
</tr>
<tr>
<td></td>
<td>➢ Compliance with applicable statutory and/or regulatory provisions.</td>
</tr>
<tr>
<td></td>
<td>➢ Compliance with State and/or federal programmatic requirements.</td>
</tr>
<tr>
<td></td>
<td>➢ Services provided by other public or County-related entities.</td>
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<tr>
<td></td>
<td>➢ Services are needed to address an emergent or related time-sensitive need.</td>
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<tr>
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<td>➢ The service provider(s) is required under the provisions of a grant or regulatory requirement.</td>
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<td>➢ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.</td>
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<tr>
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<td>➢ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.</td>
</tr>
<tr>
<td>✓</td>
<td>➢ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.</td>
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<td>The One-e-App (OEA) system was originally approved by the Board of Supervisors on February 25, 2014, and is a proprietary product developed and customized to fit the needs and eligibility rules of the Department of Health Services’ (DHS) My Health LA program (MHLA) and owned by The Center to Promote Healthcare Access, Inc. d.b.a. Alluma (formerly d.b.a., Social Interest Solutions). OEA allows DHS facilities and Community Partner clinics to screen applicants and determine their eligibility in real-time for various health care and social services programs, subsequently streamlining enrollment in public programs and improving access to health care, including for uninsured individuals. The system has been modified numerous times to adapt to MHLA and Medi-Cal eligibility rules. It is in the County’s best interest to extend this Sole Source Agreement with Alluma as no other proprietary system has been identified by DHS with the kind of eligibility functionality needed for the MHLA program.</td>
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__________________________  __________________________
Chief Executive Office          Date