



## County of Los Angeles CHIEF EXECUTIVE OFFICE OPERATIONS CLUSTER

SACHI A. HAMAI  
Chief Executive Officer

**DATE:** November 21, 2019  
**TIME:** 1:00 p.m. – 2:30 p.m.  
**LOCATION:** Kenneth Hahn Hall of Administration, Room 830

### **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:  
DATAWORKS FOR CRIMINAL BOOKING (CBS)  
LASD – Lt. Derek Sabatini, Project Manager and Angelo Faiella, Contracts Manager
  - B) Board Letter:  
COUNTYWIDE CLASSIFICATION ACTIONS TO IMPLEMENT THE  
12/10/19 PROBATION DEPARTMENT RECLASS BOARD LETTER  
CEO – Irish Wong, Principal Analyst
  - C) Board Letter:  
COUNTYWIDE CLASSIFICATION ACTIONS TO IMPLEMENT THE  
12/10/19 GENERAL RECLASS BOARD LETTER  
CEO – Irish Wong, Principal Analyst
  - D) Board Letter:  
APPROVE APPROPRIATION ADJUSTMENT TO DEVELOP A  
STATEMENT OF WORK FOR THE SOLICITATION OF A CASE  
MANAGEMENT SYSTEM  
MEC – Silvia Gonzalez, Administrative Services Manager II

CONTINUED ON PAGE 2

- E) Board Letter:  
WHITTIER NARROWS EQUESTRIAN CENTER REFURBISHMENT  
CEO – Rogelio Gamino, Analyst  
DPW – Gil Garcia, Principal Engineer

4. **PRESENTATION/DISCUSSION ITEMS:**

None available at this time.

5. **Adjournment**

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## **FUTURE AGENDA TOPICS**

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**CALENDAR LOOKAHEAD:**

(5 minutes)

**The November 28, 2019 meeting has been cancelled  
due to the Thanksgiving Holiday**

## BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

<b>OPS CLUSTER AGENDA REVIEW DATE</b>	11/21/2019	
<b>CAR DATE</b>	11/20/2019	
<b>BOARD MEETING</b>	12/10/2019	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	All	
<b>DEPARTMENT</b>	Sheriff	
<b>SUBJECT</b>	Board Execution of Agreement with DataWorks Plus, LLC	
<b>PROGRAM</b>	Criminal Booking System (CBS)	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>		
<b>COST &amp; FUNDING</b>	Maximum Contract Sum: \$17,512,392.89	Funding source: Remote Access Network (RAN) AFIS fund
	<b>TERMS:</b> <ul style="list-style-type: none"> <li>Initial term of six years following CBS final acceptance, with an option to extend for an additional four one-year periods.</li> </ul>	
	Explanation:	
<b>PURPOSE OF REQUEST</b>	To ensure successful transition of new Livescan equipment upgrade and maintenance	
<b>BACKGROUND (include internal/external issues that may exist)</b>	The proposed Agreement is a successor Agreement to agreement number 77869 with Idemia Identity & Security USA LLC (Idemia). DataWorks' proposed timeline for implementation is estimated to be 24 months. To ensure there is no break in service delivery to the County during implementation, the Department will approach your Board in early 2020 to request an extension to the current agreement with Idemia for continuing maintenance and support of the current livescan system.	
<b>DEPARTMENTAL AND OTHER CONTACTS</b>	Name, Title, Phone # & Email: <ul style="list-style-type: none"> <li>Lt. Derek Sabatini, Project Manager, (562) 345-4319, <a href="mailto:DSSabati@lasd.org">DSSabati@lasd.org</a></li> <li>Angelo Faiella, Contracts Manager, (213) 229-3259, <a href="mailto:AFaiell@lasd.org">AFaiell@lasd.org</a></li> </ul>	

December 10, 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 AGREEMENT  
WITH DATAWORKS PLUS, LLC  
FOR A CRIMINAL BOOKING SYSTEM (CBS)  
(ALL DISTRICTS) (3 VOTES)**

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

**SUBJECT**

The Los Angeles County (County) Sheriff's Department (Department) is seeking Board approval and execution of an Agreement with DataWorks Plus, LLC (DataWorks) to deliver and maintain a Criminal Booking System (CBS) for the Department's Data Systems Bureau (DSB), Los Angeles County Regional Identification System (LACRIS) Unit.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and instruct the Chair of the Board to execute the attached Agreement with DataWorks for an agreement term commencing upon such execution, and continuing for an initial term of six years from the County's final acceptance of the CBS, with four additional one-year option periods, through a maximum term of ten years, and at a Maximum Contract Sum of \$17,512,392.89 for the entire term of the Agreement.
2. Delegate authority to the Sheriff, or his designee, to execute Change Notices and Amendments or otherwise modify the Agreement as set forth in the Agreement in order to: (1) add and/or update standard County contract provisions as required by the Board or the County's Chief Executive Office (CEO); (2) exercise the option terms; (3) effectuate the Assignment and Delegation provision under the

Agreement; (4) effectuate modifications that do not materially affect any term of the Agreement; and (5) engage the Contractor to provide Optional Work (e.g. programming modifications, professional services, and acquire relevant additional hardware or software) using available Pool Dollars, with concurrence of the County's Chief Information Officer (CIO), the Department's Office of Technology Planning (OTP), and approval as to form by County Counsel.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Under the proposed Agreement, DataWorks will replace the existing livescan systems with new livescan equipment, new central servers, supporting software, and implementation and support services (Services). The proposed CBS will provide new and emerging technologies not previously available to the County.

The Department's LACRIS Unit is responsible for providing criminal identification services to approximately 45 local law enforcement agencies within Los Angeles County that participate in the LACRIS network. The CBS is a critical component of this capability.

### **Implementation of Strategic Plan Goals**

The Services provided under this Agreement support the County's Strategic Plan, Goal III.2.3, Prioritize and Implement Technology Initiatives That Enhance Service Delivery and Increase Efficiency: Support implementation of technological enhancements and acquisitions that increase efficiency (e.g. infrastructure, software, hardware, and applications), including replacement of obsolete legacy systems.

### **FISCAL IMPACT/FINANCING**

The Maximum Contract Sum allocated for the entire term of the Agreement is \$17,512,392.89, which fees shall be applied as follows:

	Cost	Quantity	Extended Cost
One-time implementation costs:	\$181,000.00	1Lot	\$181,000.00
One-time HW and SW costs:	\$6,090,688.24	1Lot	\$6,090,688.24
Fixed annual operations maintenance and support (OM&S) costs:	\$0 \$873,640.00	Year 1 Years 2-6	\$4,368,200.00
OM&S fees Option-term 1:	\$917,322.00	1yr	\$917,322.00
OM&S fees Option-term 2:	\$963,188.10	1yr	\$963,188.10
OM&S fees Option-term 3:	\$1,011,347.51	1yr	\$1,011,347.51
OM&S fees Option-term 4:	\$1,061,914.89	1yr	\$1,061,914.89
Contract Sum:			\$14,593,660.74
Pool Dollars @ 20% of Contract Sum:			\$2,918,732.15
Maximum Contract Sum:			\$17,512,392.89

The allocation of Pool Dollars will be used to procure as-needed goods and/or Services throughout the term of the Agreement in the event of currently unforeseeable exigencies or future changes to performance requirements. Pool Dollars will also be used to implement a "Technology Refresh" for any subset of the CBS components as determined by the County Project Director. The Technology Refresh is intended to update CBS with the most contemporaneous and advanced technologies available.

The Agreement also includes a 10% payment "Holdback" for each Deliverable accepted by County during implementation. The Holdback will be due and payable to the Contractor only upon County's formal "Final System Acceptance." All Operations, Maintenance & Support fees will be paid quarterly in arrears.

This is a zero Net County Cost Agreement. Per California's Govt. Code 76102, Automated Fingerprint Identification System (AFIS) funds are specifically granted and allocated to each California county for establishing fingerprint solutions and suspect booking identification facilities and ancillary costs. The LACRIS Unit manages all AFIS-related projects for the County, with funding authorized by the Remote Access Network (RAN) Board, which is chaired by your designated Board Deputy.

The RAN Board has approved AFIS funding for this Agreement for the entire Agreement term, including the four one-year option terms and the utilization of Pool Dollars for Optional Work.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

In 2005, the County purchased 173 new livescan devices through the Internal Services Department (ISD). The devices are housed in every Department Sheriff's station, and throughout approximately 45 other local law enforcement agencies including police stations, criminal booking facilities, Coroner's Office, District Attorney's Office, Probation Department's office, and all but two of the courthouses in the County. The livescan system is used to catalogue an average of 1,200 fingerprint enrollments per day throughout the County.

On November 25, 2008, the Board approved Sole Source Agreement Number 76819 with Identix for a term of four years to provide livescan equipment maintenance and support services. That agreement expired November 30, 2012.

On November 20, 2012, the Board approved successor Sole Source Agreement Number 77869 with MorphoTrust (formerly Identix, Incorporated). The base term for that agreement expired November 30, 2016.

On May 31, 2016, the Board delegated authority to the Sheriff to sign Amendment Number Four to extend Agreement Number 77869 for one year, plus a one-year option term of up to twelve months in any increment. The agreement expired on November 30, 2018.

On November 1, 2018, the Board executed Amendment Number Five to memorialize the name change from MorphoTrust USA, LLC to Idemia Identity & Security USA LLC (Idemia), and extend the current agreement with Idemia for an additional one-year period from December 1, 2018 through and including November 30, 2019, plus an option term of up to twelve months in any increment. DataWorks' proposed timeline for implementation is estimated to be 24 months. To ensure there is no break in service delivery to the County during implementation, the Department will approach your Board in early 2020 to request an extension to the current agreement with Idemia for continued maintenance and support of the current livescan system.

The Agreement contains all Board-mandated provisions as well as specific provisions applicable to information technology agreements that include security requirements, remedies against deficient performance or breach of warranties, technology errors and omissions, cyber insurance coverages, and intellectual property indemnification.

The CIO has reviewed the proposed Agreement and Board letter and recommends approval of these actions. The CIO analysis is attached (Attachment I). The CEO's Risk Management Branch has reviewed and concurs with the provisions relating to insurance and indemnification.

County Counsel has reviewed and approved this Agreement as to form.

### **CONTRACTING PROCESS**

On June 6, 2018, the Department issued a Request for Proposals (RFP) for the CBS. The RFP was developed with the assistance of MTG, a third party independent consulting firm under contract with ISAB. The proposal due date was August 29, 2018. The Department received proposals from two qualified vendors.

The evaluation committee was comprised of subject matter experts from the County, including ISAB, and from law enforcement agencies throughout the County. The committee independently reviewed and scored the proposals based on predefined evaluation criteria in accordance with the Board's informed averaging guidelines.

DataWorks was determined to be the highest scoring, qualified proposer. The Department recommends Board approval of the subject Agreement.

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

Approval of this action will ensure continued delivery of mission-critical livescan services to the Department and participating LACRIS agencies.

### **CONCLUSION**

Upon approval by the Board, please return a copy of the adopted Board letter and two original executed copies of Agreement to the Department's Contracts Unit.

Sincerely,

Reviewed by:

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI  
UNDERSHERIFF

WILLIAM KEHOE  
CHIEF INFORMATION OFFICER



AV:AM:am  
(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  
Dennis M. Kneer, Chief of Staff  
Mark A. Glatt, Chief, Technology and Support Division (TSD)  
Conrad Meredith, Division Director, Administrative Services Division (ASD)  
Glen C. Joe, Assistant Division Director, ASD  
Steven Katz, Commander, TSD  
Brian Yanagi, Captain, TSD, Data Systems Bureau (DSB)  
Rick M. Cavataio, Director, Fiscal Administration Bureau (FAB)  
David E. Culver, Assistant Director, FAB  
Derek Sabatini, Lieutenant, DSB, LACRIS  
Vanessa C. Chow, Sergeant, ASD  
Angelo Faiella, Manager, FAB, Contracts Unit (CU)  
Stuart Suede, Information Technology Specialist I, DSB, LACRIS  
Adam R. Wright, Deputy, ASD  
Alejandra Madera, Senior Contracts Analyst, FAB, CU  
(Contracts/Board Letter – DataWorks Plus for CBS)



William S. Kehoe  
CHIEF INFORMATION OFFICER

## Office of the CIO CIO Analysis

BOARD AGENDA DATE:

12/10/2019

**SUBJECT:**

**Board Execution of Agreement with DataWorks Plus, LLC for Criminal Booking System**

**CONTRACT TYPE:**

☒ New Contract      ☐ Sole Source      ☐ Amendment to Contract #:

**SUMMARY:**

**Description:** The Sheriff Department's ("Department") Los Angeles County Regional Identification System (LACRIS) Unit's and the current Livescan vendor, Idemia Identity & Security USA LLC ("Idemia") supports 167 Livescan devices and 144 printers at 118 different Participating Agency locations. The devices are housed in Sheriff's stations, police stations, the Coroner's Office, the District Attorney's Office, Probation Department's office, and all but two of the courthouses in the County. The livescan system is used to catalogue an average of 1,200 fingerprint enrollments per day throughout the County. These devices are used for criminal cases only and is different from Applicant(Civilian) LiveScan System (ALS) used within the County.

As the current Livescan devices are nearing end of life, the Department issued a RFP for the acquisition of a replacement system, to take advantage of new and emerging technologies obtained from competitive bidding and modernistic system requirements. The Department obtained the assistance from MTG, a third party independent consulting firm under contract with ISAB. Two qualified vendors responded to the RFP and DataWorks Plus LLC (DataWorks) was determined to be the highest scoring, qualified proposer. The new solution by DataWorks includes additional features like an iris camera added to each Livescan device, ABS (Automated Booking System) module embedded in the CBS Solution (versus currently, DataWorks ABS is a standalone web application interfacing with Idemia's Livescan).

The DataWorks implementation may take up to 16 months, as DataWorks estimated in their RFP proposal. The current Idemia maintenance services contract is expiring on November 30, 2020 after exercising an optional term of 12 months. The Department may approach the Board in early 2020 again to extend Idemia contract if the CBS implementation by DataWorks is not completed before the expiration date of the current Idemia contract, to maintain the continuity.

**Contract Amount:** Maximum amount of \$17,512,392.89 for one time cost, ongoing annual costs and pool dollars. This is a zero Net County Cost Agreement. The RAN (Remote Access Network) Board has approved AFIS funding for this Agreement for the entire Agreement term, including the four one-year option terms and the utilization of Pool Dollars for Optional Work.

**FINANCIAL ANALYSIS:****Contract costs:****One-time costs**

Hardware/Software.....	\$ 6,090,688.24
Implementation Services .....	\$ 181,000.00

**Ongoing annual costs:**

Fixed Annual Operations Maintenance & support (OMS)(Year 1)..	\$0.00
Fixed Annual OMS(Year 2-6).....	\$4,368,200.00
Fixed Annual OMS - Option Term 1 (Year 7).....	\$917,322.00
Fixed Annual OMS - Option Term 2 (Year 8).....	\$963,188.10
Fixed Annual OMS - Option Term 3 (Year 9).....	\$1,011,347.51
Fixed Annual OMS - Option Term 4 (Year 10).....	\$1,061,914.89

**Total one-time costs:.....** **\$ 6,271,688.24**

**Pool Dollars @ 20% of Contract Sum.....** **\$2,918,732.15**

**Total ongoing annual costs:.....** **\$ 8,321,972.50**

**Maximum Contract Sum.....** **\$17,512,392.89**

**FEEDBACK:**

1. The OCIO supports the Department decision to select the DataWorks solution to modernize the Livescan devices with additional features at potential less ongoing cost. The current vendor, Idemia ongoing maintenance cost is \$17,393,598.00 for 10 years (based on current contract of \$1,739,359.80/year ) vs. \$8,321,972.50 for 10 years proposed by the new vendor.
2. The OCIO Chief Information Security Officer has reviewed the contract from security perspective and has approved it without any changes.
3. The OCIO supports the fact that the Department has already planned for the Dedicated Project Manager Sgt. Stephen Bevan, LACRIS Technical Manager who has over 10 years working in LACRIS. This is very critical role for the project success and the Department has already addressed this risk.

**Risks:**

1. This is complex implementation with 15+ interfaces to different systems within the Department. It requires comprehensive integration testing involving the Department key stakeholders which may be beyond the scope of the current contract. Also, there is risk of potential re-design and re-architecture of the interfaces which can result in budget and schedule impacts.
2. This project requires deployment of Livescan devices at 118 different locations. It requires detailed training plan and change management plan.

**RECOMMENDATIONS:**

1. Project Governance: The strong project governance and project steering committee is required and involves key representatives from all identified areas. There are multiple stakeholders involved in the project, requiring strong project governance to ensure adherence to scope, schedule and budget.
2. Need for comprehensive project plan including integration testing plan: As it is complex integrated system with multiple stakeholders at different locations, there must be robust project plan focusing on interface (re)design, testing strategy, training and change management.
3. Synergies with Applicant (Civilian) LiveScan System(ALS): Once implemented, the Department may apprise the Ops Cluster and ISD of the vendor performance and the feedback on the new solution. Currently, ISD manages ALS contract with another vendor, different from CBS. ISD may take this feedback into an consideration when the ALS contract is due for renewal.

PREPARED BY:

Jagjit Dhaliwal

\_\_\_\_\_  
(NAME) DEPUTY CHIEF INFORMATION OFFICER

\_\_\_\_\_  
DATE

APPROVED:

\_\_\_\_\_  
WILLIAM S. KEHOE, COUNTY CHIEF INFORMATION OFFICER

\_\_\_\_\_  
DATE



## **AGREEMENT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**DATAWORKS PLUS, LLC**

**FOR**

*Criminal Booking System (CBS)*

*Solution*

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## **EXHIBITS**

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### **Exhibit B Pricing Schedule**

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### **Exhibit C Service Level Agreement**

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### **Exhibit D Contractor's EEO Certification**

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### **Exhibit H Jury Service Ordinance**

### **Exhibit I Safely Surrendered Baby Law**

### **Exhibit J Request for Proposals (RFP) 555-SH (Incorporated by Reference)**

### **Exhibit K Contractor's Proposal (Incorporated by Reference)**

**AGREEMENT  
BETWEEN  
COUNTY OF LOS ANGELES  
AND  
DATAWORKS PLUS, LLC  
FOR  
CRIMINAL BOOKING SYSTEM (CBS) SOLUTION**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between the County of Los Angeles, a political subdivision of the State of California (hereinafter "County"), and DataWorks Plus, LLC, a limited liability company organized under the laws of South Carolina, located at 728 North Pleasantburg Drive, Greenville, SC 29607 (hereinafter "Contractor") (hereinafter collectively also the "parties").

**RECITALS**

WHEREAS, Contractor is qualified by reason of experience, preparation, equipment, organization, qualifications and staffing to provide to County the Work contemplated by this Agreement; and

WHEREAS, County is authorized by, inter alia, California Government Code sections 26227 and 31000 to contract for goods and services, including the Work contemplated herein; and

WHEREAS, County issued a Request for Proposals (hereinafter also "RFP") for the provision, implementation, maintenance and support of a Criminal Booking System (hereinafter "CBS" or "System") solution (hereinafter "Solution" or "CBS Solution") for the Los Angeles County Sheriff's Department (hereinafter "Sheriff" or "Department"); and

WHEREAS, Contractor has submitted a proposal to County for the provision, implementation, maintenance and support of the CBS Solution, based on which Contractor has been selected for recommendation for award of this Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein and for good and valuable consideration, County and Contractor agree as follows:

**1 APPLICATION DOCUMENTS**

**1.1 INTERPRETATION**

The provisions of this document (hereinafter "Base Agreement"), along with Exhibits A, B, C, D, E, F, G, H, and I including all Attachments and Schedules thereto, attached hereto, and Exhibits J and K, not attached hereto, all described in this Paragraph 1.1 below and incorporated herein by reference, collectively form and throughout and hereinafter are referred to as the "Agreement". In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule or the contents or description of any task, subtask, deliverable, goods, service or other work, or otherwise, between this Base Agreement and the Exhibits, Attachments and Schedules or between the Exhibits, Attachments and Schedules, such conflict or inconsistency shall be resolved by giving precedence first to the Base Agreement, and any amendments thereto, and then to the Exhibits, Attachments and Schedules according to the following descending priority:

Exhibit A – Statement of Work

- Attachment A.1 – Deliverable Acceptance Process
- Attachment A.2 – Solution Requirements
- Attachment A.3 – System Interfaces
- Attachment A.4 – Equipment Locations & Inventory
- Attachment A.5 – Project Control Document
- Attachment A.6 – Business Attire Guidelines
- Attachment A.7 – Sample Equipment Set-up Diagrams
- Attachment A.8 – Booking Number Request Sample Flow Chart
- Attachment A.9 – Sample Booking Forms
- Attachment A.10 – County NIST Data Types
- Attachment A.11 – ABSM Overview
- Attachment A.12 – Sample CBS Graphic Interface
- Attachment A.13 – Sample CBS-ABSM Login + Tiered Booking Approval Workflow
- Attachment A.14 – Hardware and Software Delivery List and Specification Sheet

Exhibit B – Pricing Schedule

- Schedule B.1 – Optional Work Schedule

Exhibit C – Service Level Agreement

- Schedule C.1 – Information Security Requirements
- Schedule C.2 – Compliance with Encryption Requirements
- Schedule C.3 – Application Security Requirements
- Schedule C.4 – Solution Response-Time Requirements

Exhibit D – Contractor's EEO Certification

Exhibit E – County Administration

Exhibit F – Contractor Administration

Exhibit G – Confidentiality and Assignment Agreement

Exhibit H – Jury Service Ordinance

Exhibit I – Safely Surrendered Baby Law

Exhibit J – Request for Proposals (Incorporated by Reference)

Exhibit K – Contractor's Proposal (Incorporated by Reference)

1.2 ENTIRE AGREEMENT

This Agreement constitutes the complete and exclusive statement of understanding between the parties and supersedes all previous and contemporaneous agreements, whether written or oral, and any and all communications and negotiations between the parties relating to the subject matter of this Agreement.

### 1.3 DEFINITIONS

The terms and phrases in this Paragraph 1.3 in quotes and with initial letter capitalized, where applicable, whether singular or plural, shall have the particular meanings set forth below whenever such terms are used in this Agreement.

#### 1.3.1 Acceptance

The term “Acceptance” shall mean County’s written approval of any tasks, subtasks, deliverables, goods, services or other Work, including Acceptance Tests and any Work Orders, provided by Contractor to County pursuant to this Agreement.

#### 1.3.2 Acceptance Criteria

The term “Acceptance Criteria” shall mean criteria for County’s Acceptance of Contractor’s Work under this Agreement, including any Work Orders executed hereunder.

#### 1.3.3 Acceptance Test

The term “Acceptance Test” shall mean any of the tests of the Solution conducted by Contractor with County's assistance where applicable, including, but not limited to those specified in Exhibit A (Statement of Work).

#### 1.3.4 Additional Products

The term “Additional Product(s)” shall mean additional components of System Software, System Hardware or Livescan Equipment, and related Documentation, that Contractor may provide upon County’s request therefor in accordance with Paragraph 5.1.4 (Optional Work) in order for the System to meet existing or future Solution Requirements specified by County, which will update Schedule B.1 (Optional Work Schedule) to Exhibit B (Pricing Schedule). Once accepted and approved by County, Additional Products shall become part of, and be deemed, Products for the purpose of this Agreement.

#### 1.3.5 Additional Software

The term “Additional Software” shall mean additional applications or licenses, and related Documentation, that Contractor may provide as part of Additional Products upon County’s request therefor in accordance with Paragraph 5.1.4 (Optional Work). Once accepted and approved by County, Additional Software shall become part of, and be deemed, Application Software for the purpose of this Agreement.

#### 1.3.6 Agreement

The term “Agreement” shall have the meaning specified in Paragraph 1.1 (Interpretation).

#### 1.3.7 Amendment

The term “Amendment” shall mean a written instrument prepared and executed by authorized representatives of each of the parties, which revises and/or adds terms and conditions to this Agreement affecting the scope of Work, Term, payments or any term or condition. All Amendments shall be approved and executed by authorized representatives of the parties in accordance with Paragraph 4.3 (Amendments).

#### 1.3.8 Application Modifications

The term “Application Modification(s)” shall mean Programming Modifications, Software Updates, Additional Software and any Replacement Products, and related Documentation, that may be provided by Contractor to County under this Agreement. Once accepted and

approved by County, Application Modifications shall become part of, and be deemed, Application Software for the purpose of this Agreement.

1.3.9 Application Software

The term “Application Software” shall mean the Licensed Software and Application Modifications thereto, and related Documentation, licensed, provided, developed, implemented, maintained and/or supported by Contractor as part of the Solution in accordance with the requirements under this Agreement.

1.3.10 Base Agreement

The term “Base Agreement” shall mean and refer to the terms, conditions and other provisions specified in this document, as further defined in Paragraph 1.1 (Interpretation) above.

1.3.11 Baseline Application

The term “Baseline Application” shall mean Application Software, and related Documentation, licensed, provided and implemented by Contractor pursuant to this Agreement as part of the Solution Implementation to meet some or all Solution Requirements.

1.3.12 Board of Supervisors; Board

The terms “Board of Supervisors” and “Board” shall mean the Los Angeles County Board of Supervisors, which is the governing body of County.

1.3.13 Business Continuity (Disaster Recovery)

The term “Business Continuity (Disaster Recovery)” shall have the meaning as described in Paragraph 4.4 of Exhibit C (Service Level Agreement).

1.3.14 Business Day

The term “Business Day” shall mean any day of eight (8) working hours from 8:00 a.m. to 5:00 p.m. Pacific Time (PT), Monday through Friday, excluding County observed holidays.

1.3.15 CBS Solution

The term “CBS Solution” shall have the same meaning as the term “Solution”.

1.3.16 Change Notice

The term “Change Notice” shall mean a written instrument prepared and executed by County’s Project Manager identifying any change requested by County, including for acquisition of Optional Work using Pool Dollars, which does not affect the scope of Work, term, payments or any term or condition of this Agreement. Any Change Notice shall be executed and delivered in accordance with Paragraph 4.2 (Change Notices).

1.3.17 Change Order

The term “Change Order” shall mean a Change Notice for provision of Optional Work using Pool Dollars.

1.3.18 Client Environment

The term “Client Environment” shall mean and refer to the computers, including all work stations, equipment, devices and peripherals together with all associated Operating Software and Application Software connected to the Production Environment for accessing and using the Solution, including all associated System Hardware and System Software.



1.3.19 Confidential Information

The term “Confidential Information” shall mean any data or information, in any format, including County data, County Materials, System data, sensitive financial information, proprietary information and any other information that otherwise may be deemed confidential by applicable Federal, State or local law or pursuant to the terms of this Agreement, as further specified in Paragraph 18 (Confidentiality and Security).

1.3.20 Configurations

The term “Configuration(s)” shall mean the customizations or other modifications to the Application Software, and related Documentation, that may be provided by Contractor during the term of this Agreement upon County’s election as part of Solution Implementation or in the form of Programming Modifications as part of Optional Work in order for the Solution to meet existing or future Solution Requirements specified by County.

1.3.21 Contract Sum

The term “Contract Sum” shall mean the total monetary amount authorized to be payable by County to Contractor under this Agreement, as set forth in Paragraph 8.1 (Maximum Contract Sum). The Contract Sum shall not be adjusted for any costs or expenses whatsoever by Contractor.

1.3.22 Contractor’s Key Staff

The term “Contractor’s Key Staff” shall have the meaning as described in Paragraph 3.2 (Approval of Contractor’s Staff).

1.3.23 COTS

The term “COTS” shall mean “commercial off the shelf” when used with software.

1.3.24 County

The term “County” shall mean the County of Los Angeles, California, including its Sheriff’s Department and all other departments governed by the County Board of Supervisors.

1.3.25 County Materials

The term “County Materials” shall mean information, data, plans, schedules including project and work schedules, departmental procedures and processes, diagrams, reports, records and any other information or Work products originated from or created solely for County through Contractor’s work pursuant to this Agreement and any County data, County’s Confidential Information and System data, whether provided by County or otherwise accessible or generated by Contractor or the Solution, excluding the Work Product, as further specified in Paragraph 16.1 (County Materials).

1.3.26 Customizations

The term “Customization(s)” shall mean customizations or other modifications to the Application Software, and related Documentation, that may be provided by Contractor during the term of this Agreement upon County’s election as part of Solution Implementation or Optional Work in order for the Solution to meet existing or future Solution Requirements specified by County. Once accepted and approved by County, Customizations shall become part of, and be deemed, Application Software for the purpose of this Agreement.

1.3.27 Data Conversion

The term “Data Conversion” shall mean and refer to tasks and deliverables associated with the Solution Migration and conversion of County’s existing data as part of Solution Implementation services, as further specified in Paragraph 2.47 (Task 13 – CBS Solution Implementation (Rollout) and Final Acceptance) of Exhibit A (Statement of Work).

1.3.28 Deficiency; Deficiencies; Defect(s)

The terms “Deficiency(ies)” and “Defect(s)”, whether singular or plural, shall mean any of the following: any malfunction, error or defect in the design, development, implementation, materials, and/or workmanship; any failure to meet or comply with or deviation from Solution Requirements, Specifications, County approved deliverables, any published and/or mutually agreed upon standards or any other representations or warranties by Contractor under this Agreement regarding the Solution; and/or any other problem which results in the Solution, or any component thereof, not performing in compliance with the provisions of this Agreement, including but not limited to the Specifications and Solution Requirements.

1.3.29 Deficiency Credits

The term “Deficiency Credits” shall mean credits or any other form of discount to be applied to the applicable Service Fees for Contractor’s failure to correct a Solution Deficiency, including but not limited to Unscheduled Downtime or Solution Performance Deficiency, within a prescribed period of time depending on the Severity Level of such Deficiency, as further specified in Paragraph 5.2.1 (Problem Correction Priorities) of Exhibit C (Service Level Agreement).

1.3.30 Deliverable; deliverable

The terms “Deliverable” and “deliverable” shall mean items and/or Services provided or to be provided by Contractor under this Agreement, including any numbered Deliverables set forth in Exhibit A (Statement of Work).

1.3.31 Department

The term “Department” shall mean the Los Angeles County Sheriff’s Department.

1.3.32 Detailed Work Plan

The term “Detailed Work Plan” shall have the meaning specified in Paragraph 2.1.8 (Detailed Work Plan) of Exhibit A (Statement of Work).

1.3.33 Disaster

The term “Disaster” shall mean a catastrophic event that results in significant or potentially significant Unscheduled Downtime or disruption of the Production Environment and requires Contractor to provide Disaster Recovery as specified in Exhibit C (Service Level Agreement) and/or Exhibit A (Statement of Work).

1.3.34 Disabling Device

The term “Disabling Device” shall mean any device, method or means including, without limitation, the use of any “virus”, “lockup”, “time bomb”, “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 or proprietary information or of causing any unplanned interruption of the operations of, or accessibility of the Solution or any component to County or any User or which could alter, destroy or inhibit the use of the

Solution or any component, or the data, as further specified in Paragraph 12.1 (General Warranties).

1.3.35 Dispute Resolution Procedure

The term “Dispute Resolution Procedure” shall have the meaning specified in Paragraph 51 (Dispute Resolution Procedure).

1.3.36 Documentation

The term “Documentation” shall mean any and all written and electronic materials provided or made available by Contractor under this Agreement, including, but not limited to, documentation relating to software, hardware and equipment specifications and functions, training course materials, Specifications including Solution Requirements, technical manuals, handbooks, flow charts, technical information, reference materials, user manuals, operating manuals, quick reference guides, FAQs, and all other instructions and reference materials relating to the capabilities, operation, installation and use of the Solution and/or applicable components. Electronic documentation shall be in software formats acceptable to County.

1.3.37 Effective Date

The term “Effective Date” shall mean the date of execution of this Agreement is entered into by County and the authorized representative(s) of Contractor, as stated in the preamble of this Agreement.

1.3.38 Final Acceptance

The term “Final Acceptance” shall mean County’s acceptance of full Solution Implementation consistent with the requirements hereunder at all Equipment locations, as evidenced by County’s written approval in accordance with the terms of this Agreement of the designated Deliverable under Exhibit A (Statement of Work).

1.3.39 Go Live; Production Cutover

The terms “Go-Live” and “Production Cutover” shall mean the cutover of the Solution to the Production Environment for any of the Phases pursuant to Exhibit A (Statement of Work).

1.3.40 Hardware Upgrade

The term “Hardware Upgrade” shall mean any addition to, or replacement of any component of the Solution Hardware, available or made available subsequent to the first Go Live of the Solution, in order to comply with Attachment A.2 (Solution Requirements), Schedule C.4 (Solution Response-Time Requirements), Exhibit A (Statement of Work), Exhibit C (Service Level Agreement), and/or any of the specifications set forth in this Agreement.

1.3.41 Holdback

The term “Holdback” shall have the meaning specified in Paragraph 9.6 (Holdback).

1.3.42 Implementation Period

The term “Implementation Period” shall mean the period from the Effective Date of this Agreement through the Solution’s Final Acceptance by County.

1.3.43 Initial Term

The term “Initial Term” shall have the meaning specified in Paragraph 7 (Term).

- 1.3.44      Interface
- The term “Interface” shall mean the set of software mechanisms used for the transfer of electronic data and/or software commands among and between computer systems including the Solution and any Interfaced system, networks, applications, modules and users, and related Documentation, previously provided or to be provided by Contractor to County during the term of this Agreement as part of Solution Implementation or Optional Work.
- 1.3.45      License
- The term “License” shall mean the terms and conditions granting County, Participating Agencies and their Users rights to the Solution Software licensed by Contractor under this Agreement, as specified in Paragraph 10.2 (License).
- 1.3.46      Licensed Software
- The term “Licensed Software” shall mean pre-developed Application Software components licensed by Contractor to County under this Agreement, and related Documentation, including any pre-developed software and other tools, Additional Software and any Replacements Products.
- 1.3.47      Livescan
- The term “Livescan” shall mean an inkless, electronic means of capturing fingerprints and other biometric features in a digitized format.
- 1.3.48      Livescan Equipment
- The term “Livescan Equipment” shall mean and refer to all hardware used for capturing Livescans under this Agreement including the cabinet, personal computers, biometric capture instruments and other peripherals as well as embedded firmware/software, and related Documentation, including Application Software and Operating Software.
- 1.3.49      Maintenance Period
- The term “Maintenance Period” shall mean the period from Final Acceptance through the end of the Term of this Agreement.
- 1.3.50      Maximum Fixed Price
- The term “Maximum Fixed Price” shall mean the maximum amount to be paid by County to Contractor for any Optional Work approved by County to be provided by Contractor in accordance Paragraph 5.1.4 (Optional Work).
- 1.3.51      Operating Software
- The term “Operating Software” shall mean the software and other products which may be provided by Contractor or County as part of the Solution Environment, including operating and database software.
- 1.3.52      Operations, Maintenance & Support; OM&S
- The terms “Operations, Maintenance & Support” and “OM&S” shall mean and include Operations Services, Maintenance Services and Support Services provided by Contractor in accordance with Paragraph 5.1.3 (OM&S) of this Agreement, and as further specified in Exhibit A (Statement of Work) and Exhibit C (Service Level Agreement).

1.3.53 Option Term

As used herein, the term “Option Term” shall have the meaning specified in Paragraph 7 (Term).

1.3.54 Optional Work

The term “Optional Work” shall mean Programming Modifications, Professional Services and/or Additional Products that may be provided by Contractor to County during the Term of this Agreement upon County’s request and approval in accordance with 5.1.4 (Optional Work) and identified appropriately in Schedule B.1 (Optional Work Schedule) to Exhibit B (Pricing Schedule).

1.3.55 PAC50

The term “PAC50” - shall mean County’s law enforcement information sharing network, managed by LASD and used by the entire law enforcement community within Los Angeles County. This is a private, secure network which ensures data security for law enforcement-related information in transit between Law Enforcement Agencies.

1.3.56 Participating Agency(cies)

The term “Participating Agency” shall mean any agency authorized by County to use this Agreement, including: (i) the Los Angeles County Public Defender, (ii) the Los Angeles County Alternate Public Defender, (iii) the Los Angeles County Juvenile Bar Panel, and (iv) the Los Angeles County Bar Association.

1.3.57 Performance Deficiency

The term “Performance Deficiency” shall mean the Solution not meeting any one of the Solution Performance Requirements set forth in Exhibit A (Statement of Work) and/or Exhibit C (Service Level Agreement).

1.3.58 Phase

The term “Phase” shall mean and refer to each phase of delivery and installation of Livescan Equipment as part of Solution Implementation.

1.3.59 Phase Acceptance

The term “Phase Acceptance” shall mean County’s Acceptance of a Phase operating in Production, as evidenced by written approval in accordance with the terms of this Agreement of the applicable Deliverable under Exhibit A (Statement of Work) for completion of such Phase.

1.3.60 Pool Dollars

The term “Pool Dollars” shall mean the amount allocated under this Agreement for the provision by Contractor of Optional Work during the Term of this Agreement.

1.3.61 Production Environment

The term “Production Environment” shall mean the Solution Environment set up by Contractor as part of Solution Implementation Services pursuant to Exhibit A (Statement of Work) for Production Use of the Solution.

- 1.3.62      Production; Production Use
- The terms “Production” and “Production Use” shall mean the actual use of the Solution by County, Participating Agencies and their Users for the performance of their operations commencing upon Go Live.
- 1.3.63      Professional Services
- The term “Professional Service(s)” shall mean and include training, consulting Services, programming and/or other Services requiring professional expertise that Contractor may provide upon County’s request in the form of Optional Work in accordance with Paragraph 5.1.4 (Optional Work).
- 1.3.64      Programming Modifications
- The term “Programming Modification(s)” shall mean modifications to Application Software, including Configurations, Customizations and Interfaces, and related Documentation, that may be provided by Contractor during the term of the Agreement, upon County’s election, in order for the Solution to meet existing or future Requirements specified by County or other governing bodies. Once accepted and approved by County, the product of any Programming Modifications shall become part of, and be deemed, Application Software for the purpose of this Agreement.
- 1.3.65      Project
- The term “Project” shall mean the implementation, operations, maintenance and support for the Criminal Booking System Solution, and any other related Work that may be provided by Contractor in accordance with the terms of this Agreement.
- 1.3.66      Project Control Document; PCD
- The term “Project Control Document” and “PCD” shall have the meaning defined in Paragraph 2.1 (Task 1 – Project Planning – Project Control Document (PCD)) of Exhibit A (Statement of Work).
- 1.3.67      Project Review
- The term “Project Review” shall have the meaning defined in Paragraph 2.1.9 (PCD Review) of Exhibit A (Statement of Work)
- 1.3.68      Replacement Product
- The term “Replacement Product” shall mean any software product with which Contractor may replace any or all components of the Licensed Software during the term of the Agreement, as further specified in Paragraph 12.4 (Continuous Product Support).
- 1.3.69      Request for Proposals; RFP
- The terms “Request for Proposals” and “RFP” shall mean County’s Request for Proposals for provision of Work hereunder, incorporated into this Agreement as Exhibit J (Request for Proposals).
- 1.3.70      Resolution Time
- The term “Resolution Time” shall have the meaning as described in Paragraph 5.2 (Resolution of Deficiencies) of Exhibit C (Service Level Agreement).

- 1.3.71      **Response Time**  
The term “Response Time” shall have the meaning as described in Exhibit C (Service Level Agreement).
- 1.3.72      **Scheduled Downtime**  
The term “Schedule Downtime” shall have the meaning described in Exhibit C (Service Level Agreement).
- 1.3.73      **Security Requirements**  
The term “Security Requirements” shall have meaning as described in Paragraph 18.2 (Security).
- 1.3.74      **Service Fees**  
The term “Service Fee(s)” shall mean and include the fees to be paid by County to Contractor for the provision of OM&S Services under this Agreement in accordance with the terms of this Agreement, including Exhibit C (Service Level Agreement).
- 1.3.75      **Service Level Agreement; SLA**  
The terms “Service Level Agreement” and “SLA” shall mean and refer to the provisions of Exhibit C (Service Level Agreement) including all Schedules thereto.
- 1.3.76      **Service Levels**  
The term “Service Level(s)” shall mean Contractor’s service obligations to County during Production Use of the Solution as specified in Exhibit C (Service Level Agreement).
- 1.3.77      **Services**  
The term “Services” shall mean Services related to Solution Implementation, OM&S, any Services that are part of Optional Work, and any other Services that may be provided by Contractor under this Agreement.
- 1.3.78      **Severity Level**  
The term “Severity Level” shall have the meaning described in Exhibit C (Service Level Agreement).
- 1.3.79      **Software Updates**  
The term “Software Update(s)” shall mean and include any additions to and/or replacements to the Solution Software, available or made available subsequent to the first Go Live of the Solution, and shall include all Application Software and Livescan Equipment firmware/software performance and functionality enhancement releases, new Version Releases, Solution Software upgrades, improvements, interim updates, including fixes and patches, Deficiency corrections, and any other modifications to the Application Software, including but not limited to those required for the Solution to remain in compliance with applicable Federal and State laws and regulations and the terms of this Agreement, provided by Contractor in accordance with Exhibit A (Statement of Work) and Exhibit C (Service Level Agreement), with all Attachments and Schedules thereto.

- 1.3.80      **Solution**
- The term “Solution” shall mean the combination of the software, hardware, equipment and tools which comprise the Solution Environment, provided by Contractor to County to meet the Solutions Requirements in this Agreement.
- 1.3.81      **Solution Availability**
- The term “Solution Availability” shall mean, during a particular calendar month wherein the Solution is not experiencing Scheduled or Unscheduled Downtime, as described in Exhibit C (Service Level Agreement).
- 1.3.82      **Solution Environment**
- The term “Solution Environment” shall mean the architectural and operational environment for the Solution provided by Contractor as part of the Solution, and related Documentation, and includes the Livescan Equipment, Production Environment, Test Environment, and Client Environment.
- 1.3.83      **Solution Hardware**
- The term “Solution Hardware” shall mean all System Hardware and Livescan Equipment that is part of the Solution provided by Contractor pursuant to the Agreement, and related Documentation all of which are provided, maintained and/or supported by Contractor under this Agreement.
- 1.3.84      **Solution Implementation**
- The term “Solution Implementation” shall mean and refer to all goods and Services for implementing the Solution pursuant to Paragraph 5.1.2 (Solution Implementation) of this Agreement.
- 1.3.85      **Solution Migration**
- The term “solution migration” shall mean and refer to tasks and deliverables associated with the migration from the County’s existing systems to the solution, as further specified in Exhibit A (Statement of Work).
- 1.3.86      **Solution Performance Requirements**
- The “Solution Performance Requirements” are listed in Schedule C.4 (Solution Response-Time Requirements) to Exhibit C (Service Level Agreement).
- 1.3.87      **Solution Requirements; Requirements**
- The “Solution Requirements” or “Requirements” are listed in Attachment A.2 (Solution Requirements) to Exhibit A (Statement of Work).
- 1.3.88      **Solution Software**
- The term “Solution Software” shall mean all System Software and Livescan Equipment firmware/software that is part of the Solution provided by Contractor pursuant to this Agreement, and related Documentation, including Application Software and Operating Software.
- 1.3.89      **State**
- The term “State” means the State of California.



1.3.90 Statement of Work; SOW

The terms “Statement of Work” and “SOW” shall mean the Work to be provided by Contractor pursuant to this Agreement, including Exhibit A (Statement of Work) with all Attachments thereto, which may be identified in terms of Tasks, Subtasks and Deliverables.

1.3.91 System

The term “System” shall mean the hardware, software and data comprising the Solution other than the Livescan Equipment, including but not limited to the System Hardware, System Software and System data, provided by Contractor or County in accordance with the terms of this Agreement.

1.3.92 System Hardware

The term “System Hardware” shall mean all desktop computer workstations, computer servers, networking equipment, connectivity hardware, and storage racks as applicable, and related Documentation, provided by Contractor or County for the Solution.

1.3.93 System Software

The term “System Software” shall mean all Application Software and Operating Software, and related Documentation, provided by Contractor to County as part of the Solution and residing in the Solution Environment, and does not include the Livescan Equipment firmware/software.

1.3.94 Task; task; Subtask; subtask

The terms “Task”, “task”, “Subtask” and “subtask” shall mean one of the areas of work to be performed under this Agreement, including those that may be identified as numbered Tasks and Subtasks in Exhibit A (Statement of Work).

1.3.95 Term

The term “Term” shall have the meaning as defined in Paragraph 7 (Term).

1.3.96 Test Environment

The term “Test Environment” shall mean that component of the Solution Environment set up by Contractor as part of Solution Implementation Services pursuant to Exhibit A (Statement of Work) for non-Production Use of the Solution, including software development, installation, testing of software and Interfaces, and training.

1.3.97 Third-Party Software

The term “Third-Party Software” shall mean any software of third parties that may be provided, maintained and/or supported by Contractor under this Agreement as part of the Solution, including Application Software and Operating Software provided by third parties.

1.3.98 Transition Services

The term “Transition Services” shall have the meaning specified in Paragraph 24.2 (Termination Transition Services).

1.3.99 Unscheduled Downtime

The term “Unscheduled Downtime” shall mean the period during which a Solution component cannot be accessed due to a Deficiency, as further specified in Exhibit A (Statement of Work) and/or Exhibit C (Service Level Agreement).

1.3.100 User

The term “User” shall mean any person authorized by County or applicable Participating Agency to access or use the Solution in accordance with this Agreement.

1.3.101 Version Release

The term “Version Release” shall mean Contractor’s Application Software major version upgrade which may contain new software functionalities and features and/or system compatibilities.

1.3.102 Warranty Period

The term “Warranty Period” shall have the meaning described in Paragraph 1.5.17 (Solution Warranty Period) of Exhibit A (Statement of Work).

1.3.103 Work

The term “Work” shall mean any and all tasks, subtasks, deliverables, goods, Services and other work provided, or to be provided, by or on behalf of Contractor pursuant to this Agreement, including Solution components, Solution Implementation Services, OM&S Services, and Optional Work.

1.3.104 Work Order

The term “Work Order” shall mean and refer to any agreed upon work order for provision by Contractor of Optional Work under this Agreement, as further specified in Paragraph 5.1.4 (Optional Work).

1.3.105 Work Product

The term “Work Product” shall mean any intellectual property, including concepts, ideas, methods, methodologies, procedures, processes, know-hows, techniques, inventions, analysis frameworks, software, models, Documentation, templates, user interfaces and screen designs, utilities, routines and tools, that were developed by Contractor prior to performance or independent of this Agreement, as further specified in Paragraph 10.1.4 (Work Product).

## **2 ADMINISTRATION OF AGREEMENT – COUNTY**

### **2.1 COUNTY ADMINISTRATION**

All persons administering this Agreement on behalf of County including County’s Project Director and Project Manager, are listed in Exhibit E (County Administration). Unless otherwise specified, reference to each of the persons listed in such Exhibit E (County Administration) shall also include his/her authorized designee. County will notify Contractor in writing of any change to the names and/or addresses in County Administration.

No member of County Administration is authorized to make any changes in any of the terms and conditions of this Agreement other than those specifically authorized under Paragraph 4 (Changes to Agreement).

#### **2.1.1 County’s Project Director**

County’s Project Director will be responsible for ensuring that the objectives of this Agreement are met. County’s Project Director will have the right at all times to inspect any and all Work provided by or on behalf of Contractor. Unless specified otherwise, County’s Project Director shall also include a designee.

### 2.1.2 County's Project Manager

County's Project Manager will be responsible for ensuring that the technical, business and operational standards and requirements of this Agreement are met. County's Project Manager will interface with Contractor's Project Manager on a regular basis. County's Project Manager will report to County's Project Director regarding Contractor's performance with respect to technical, business and operational standards and requirements of this Agreement. Unless specified otherwise, County's Project Manager shall be the designee of County's Project Director.

## 2.2 COUNTY PERSONNEL

All County personnel, and by extension all Participating Agency personnel assigned to this Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such personnel are assigned only for the convenience of County. Contractor hereby represents that its price, Project Schedule, Project Plan and performance hereunder are based solely on the work of Contractor's personnel, except as may otherwise be expressly provided in this Agreement.

## 3 ADMINISTRATION OF AGREEMENT – CONTRACTOR

### 3.1 CONTRACTOR ADMINISTRATION

All persons administering this Agreement on behalf of Contractor, including Contractor's Project Director and Project Manager, are listed in Exhibit F (Contractor Administration). All staff employed by and/or on behalf of Contractor, including the persons listed in such Exhibit F (Contractor Administration), shall be adults who are fully fluent in both spoken and written English. Contractor shall notify County in writing of any change to the names and/or addresses of Contractor Administration.

#### Contractor's Project Director

Contractor's Project Director shall be responsible for Contractor's performance of all Work and ensuring Contractor's compliance with this Agreement. Contractor's Project Director shall meet and confer with County's Project Director on a regular basis as required by County and specified in Exhibit A (Statement of Work) regarding the overall scope of the project. Such meetings shall be conducted in person or via teleconference at a time and place as agreed to by County's Project Director and Contractor's Project Director.

#### Contractor's Project Manager

Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement and for reporting to County in the manner set forth in Paragraph 3.4 (Reports by Contractor). Contractor's Project Manager shall interface with County's Project Manager on a regular basis and shall be available during Business Days between the hours of 8:00 a.m. and 5:00 p.m. Pacific Time, or as otherwise required by County and this Agreement, for telephone contact and/or to meet with County personnel regarding the operation of this Agreement, as required by County's Project Director. Contractor's Project Manager shall meet and confer with County's Project Director on a regular basis, at least weekly or as otherwise required by County, to review project progress and to discuss project coordination. Such meetings shall be conducted in person or via teleconference at a time and place as agreed to by County's Project Manager and Contractor's Project Manager.

### 3.2 APPROVAL OF CONTRACTOR'S STAFF

- 3.2.1 In fulfillment of its responsibilities under this Agreement, Contractor shall utilize, and permit utilization of, only staff fully trained and experienced, and as appropriate, licensed or certified in the technology, trades, tasks and subtasks required by this Agreement. Contractor shall supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner.
- 3.2.2 County shall have the right to approve or disapprove each member, or proposed member, of the Contractor's key staff prior to and during their performance of any Work hereunder, as well as so approving or disapproving any proposed deletions from or other changes in such Contractor's Key Staff. County's Project Manager, in his/her reasonable discretion, may require replacement of any member of the Contractor's key staff, including Contractor's Project Director and Project Manager, performing, or offering to perform Work hereunder. Contractor shall provide county with a resume of each such proposed initial Contractor's key staff member and a proposed substitute and, upon County's request, an opportunity to interview such person prior to his/her performance of any work hereunder. Contractor shall have thirty days from the date of County's written request to replace such staff.
- 3.2.3 In addition, Contractor shall provide to County's Project Director an executed Confidentiality and Assignment Agreement (Exhibit G) for each member of the Contractor's Key Staff performing Work under this Agreement on or immediately after the effective date, but in no event later than the date such member of the Contractor's key staff first performs Work under this Agreement.
- 3.2.4 Contractor's Key Staff providing on-site Services at the Participating Agencies shall adhere to the business attire guidelines in Attachment A.6 (Business Attire Guidelines) to Exhibit A (Statement of Work).
- 3.2.5 Contractor shall, to the maximum extent possible, take all necessary steps to ensure continuity over time of the membership of the group constituting the Contractor's Key Staff. Contractor shall promptly fill any Contractor's Key Staff vacancy with personnel having qualifications at least equivalent to those of the Contractor's Key Staff member(s) being replaced.
- 3.2.6 In the event Contractor should ever need to remove any member of the Contractor's Key Staff from performing Work under this Agreement, Contractor shall provide County with notice at least fifteen days in advance, except in circumstances in which such notice is not possible, and shall work with County on a mutually agreeable transition plan so as to provide an acceptable replacement and ensure project continuity. Should County be dissatisfied with any member of the Contractor's Key Staff during the Term of this Agreement, Contractor shall replace such person with another to County's satisfaction.
- 3.2.7 Contractor shall supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner.

### 3.3 BACKGROUND AND SECURITY INVESTIGATIONS

- 3.3.1 All Contractor staff performing Work under this Agreement shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing Work under this Agreement. Any and all fees associated with obtaining the background information shall be borne by Contractor, regardless of whether Contractor's staff passes or fails the background clearance investigation.

3.3.2 County may immediately, in its sole discretion, deny or terminate facility access to any Contractor's staff, including subcontractor staff, who do not pass such background investigation(s) to the satisfaction of County and/or whose background or conduct is incompatible with County's facility access.

3.3.3 Disqualification, if any, of Contractor's staff, including subcontractor staff, pursuant to this Paragraph 3.3 (Background and Security Investigations) shall not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Agreement.

#### 3.4 REPORTS BY CONTRACTOR

In addition to any reports required elsewhere under this Agreement, including Exhibit A (Statement of Work), in order to control expenditures and to ensure the reporting of all Work provided by Contractor, Contractor shall provide to County's Project Manager, as frequently as may be requested by County's Project Manager, but in no event more frequently than weekly, written reports which shall include, at a minimum, the following information:

1. Period covered by the report;
2. Summary of project status as of reporting date;
3. Overview of the Work provided during the reporting period;
4. Progress status of each Work component scheduled for the reporting period;
5. Issues/problems encountered, proposed resolutions and projected completion dates for problem resolution;
6. Status of contractually defined deliverables, milestones and walk-throughs scheduled in the Project Schedule;
7. Action items and decisions from the previous meeting;
8. Planned activities for the next two reporting periods; and
9. Any other information which County may from time-to-time require.

#### 3.5 RULES AND REGULATIONS

3.5.1 During the time when Contractor's employees, subcontractors or agents are at County facilities, including those of Participating Agencies, such persons shall be subject to the applicable rules and regulations of County or Participating Agency. To the extent possible, County Project Director will provide Contractor with a copy, or electronic access to, the Department's Manual of Policy & Procedures (MPP). Contractor shall review and understand all sections of the MPP, especially those pertaining to employee conduct and behavior.

3.5.2 It is the responsibility of Contractor to acquaint such persons, who are to provide Work, with such rules and regulations. In the event that County determines that an employee, subcontractor or agent of Contractor has violated any applicable rule or regulation, including business attire guidelines, County shall notify Contractor, and Contractor shall undertake such remedial or disciplinary measures as Contractor determines appropriate.

3.5.3 If the problem is not thereby corrected, then Contractor shall permanently withdraw its employee, subcontractor or agent from the provision of Work upon receipt of written notice from County that: (i) such employee, subcontractor or agent has violated such rules or regulations; or (ii) such employee's, subcontractor's or agent's actions, while on County

premises, indicate that the employee, subcontractor or agent may adversely affect the provision of Work.

- 3.5.4 Upon removal of any employee, subcontractor or agent, Contractor shall immediately replace the employee, subcontractor or agent and shall continue uninterrupted Work hereunder.

### 3.6 CONTRACTOR'S STAFF IDENTIFICATION

- 3.6.1 All Contractor staff, including subcontractors and agents, who successfully complete a background investigation, as set forth in Paragraph 3.3 (Background and Security Investigations), will be issued a photo identification badge by the Department. Contractor staff will prominently display this identification badge on the upper part of the body when entering any location, including its location grounds, as shown in Attachment A.4 (Equipment Locations & Inventory), or County facility and grounds, as instructed by the County Project Manager.
- 3.6.2 Contractor shall notify County within one Business Day when staff is terminated from Work under this Agreement. Contractor is responsible to retrieve and immediately destroy the staff's County-specified photo identification badge at the time of removal from Work under this Agreement.
- 3.6.3 If County requests the removal of Contractor's staff, Contractor shall be responsible to retrieve and immediately destroy Contractor staff's County photo identification badge at the time of removal from work under this Agreement.
- 3.6.4 Contractor will be responsible for costs associated with any lost or stolen identification badge(s).

## 4 **CHANGES TO AGREEMENT**

### 4.1 GENERAL

No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations or conditions of this Agreement, except through the procedures set forth in this Paragraph 4 (Changes to Agreement). Any changes to this Agreement, including any portion of the Work provided under this Agreement, shall be accomplished only as provided in this Paragraph 4 (Changes to Agreement).

### 4.2 CHANGE NOTICES

For any change requested by County which does not materially affect the scope of Work, term, payments or any term or condition of this Agreement, or for any change requiring expenditure of Pool Dollars, a written notice of such change (hereinafter "Change Notice") shall be prepared by the Department and provided by County's Project Director to Contractor for acknowledgment or execution, as applicable, prior to commencement of any Work relating to such Change Notice, including any Optional Work. Change Notices requiring the expenditure of Pool Dollars shall require Contractor to prepare a written quotation that is the basis of the Change Notice, and written approval of County's Project Director with concurrence of County Counsel. County's Project Director shall be authorized on behalf of the County to approve Change Notices that do not require the expenditure of Pool Dollars.

#### 4.2.1 Addition/Deletion of Equipment

1. For the addition or deletion of equipment quantities before completion of Solution Implementation (see Paragraph 5.1.5(1)) County and Contractor shall execute a Change

Notice to update Attachment A.4 (Equipment Locations & Inventory) to Exhibit A (Statement of Work). Contractor agrees that any updates to quantities in Attachment A.4 (Equipment Locations & Inventory) require a Change Notice, and shall be invoiced at the equipment unit prices stated in Exhibit B (Pricing Schedule).

2. For the addition or deletion of equipment quantities after CBS Solution Acceptance, County and Contractor shall execute a Change Notice to update Attachment A.4 (Equipment Locations & Inventory) to Exhibit A (Statement of Work) pursuant to Paragraph 5.1.2 (2).

#### 4.2.2 Technology Refresh Implementation

To implement any Technology Refresh (see Paragraph 5.1.6), County and Contractor shall execute a Change Notice or Amendment. Upon completion, Contractor shall update Attachment A.4 (Equipment Locations & Inventory) to Exhibit A (Statement of Work) pursuant to Paragraph 3.1.2(4) (Livescan-Related Equipment at the Participating Agencies) of Exhibit C (Service Level Agreement).

#### 4.3 AMENDMENTS

Except as otherwise provided in this Agreement, for any change requested by County which materially affects the scope of Work, Term, payments, or any term or condition included in this Agreement, an Amendment to this Agreement shall be executed by the Contractor and County Board of Supervisors.

Notwithstanding the foregoing, the Sheriff or authorized designee is specifically authorized to issue Agreement non-renewal notices for the Option Terms. Furthermore, the Sheriff is specifically authorized to prepare and execute Amendments on behalf of County to: (i) add and/or update terms and conditions as required by County's Board of Supervisors or the Chief Executive Office and (ii) effect assignment of rights and/or delegation of duties as required under Paragraph 19 (Prohibition Against Assignment And Delegation).

#### 4.4 PROJECT CONTROL DOCUMENT

Pursuant to Paragraph 2.1 (Task 1 – Project Planning – Project Control Document (PCD)) of Exhibit A (Statement of Work), Contractor shall deliver to County a Project Control Document (PCD), which includes a Detailed Work Plan (DWP). The DWP will be derived from all Work relating to Solution Implementation Services and, to the extent necessary, throughout the Term of the Agreement, as described in Paragraph 2.1.9.4 of Exhibit A (Statement of Work). The PCD is incorporated into this Agreement as Attachment A.5 (Project Control Document) to Exhibit A (Statement of Work).

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 that shall be governed by the terms of Paragraph 4.3 (Amendments) above.

#### 4.5 EXTENSIONS OF TIME

- 4.5.1 Notwithstanding any other provision of this Paragraph 4 (Changes to Agreement), 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 Attachment A.5 (Project

Control Document) to Exhibit A (Statement of Work), provided such extensions do not exceed a total of ninety calendar days beyond the agreed-to Final Acceptance date for the Solution as documented in Attachment A.5 (Project Control Document) to Exhibit A (Statement of Work).

- 4.5.2 In such event, and prior to granting such extension of time, County will initiate a formal Project Review pursuant to Paragraph 2.1.9 (PCD Review) 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 this Agreement.

#### 4.6 FACSIMILE

Except for the parties' initial signatures to this Agreement or any Amendment, which must be provided in "original" form and not by facsimile, County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on any Change Notice or any Amendment prepared pursuant to this Paragraph 4 (Changes to Agreement) and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to any such Change Notice or Amendment to this Agreement, such that the parties need not follow up facsimile transmissions of such documents by subsequent (non-facsimile) transmissions of "original" versions of such documents.

### 5 **WORK**

In exchange for County's payment to Contractor of the applicable fees arising under the Agreement and invoiced by Contractor, Contractor shall (a) on a timely basis provide, complete, deliver and implement all Work set forth in this Agreement, including Exhibit A (Statement of Work), including but not limited to all components of the Solution, Solution Implementation, OM&S, and any Optional Work agreed to by the parties; and (b) grant to County the License to all Software and the ownership rights to all Hardware included in the Solution, as specified in Paragraph 10 (Ownership and License). Contractor shall perform all such tasks, subtasks, deliverables, goods, Services and other Work in accordance with Exhibit A (Statement of Work) and Exhibit C (Service Level Agreement), together with all Attachments and Schedules thereto including Attachment A.5 (Project Control Document), at the applicable rates and prices specified in Exhibit B (Pricing Schedule)

#### 5.1 SCOPE OF WORK

##### 5.1.1 Solution Components

Contractor shall provide (i) License to all Solution Software provided hereunder, including but not limited to firmware/software embedded in the Livescan Equipment or residing on the System Hardware, Third-Party Software, Application Software and Application Modifications, and Operating Software, and (ii) ownership and other proprietary rights regarding all Solution Hardware, including but not limited to Livescan Equipment, System Hardware and Hardware Upgrades, all as necessary for the Solution to meet all Solution Requirements and the Specifications under this Agreement as such may be revised during the Term of this Agreement, and in accordance with the provisions of Paragraph 10 (Ownership and License) and this Agreement.



#### 5.1.2 Solution Implementation

Contractor shall provide Solution Implementation Services, including but not limited to System Environment setup, Equipment and Software installation, hosting services and network connectivity, testing, training, Programming Modifications, and any other Services through Final Acceptance of the Solution, as required for the successful implementation of the Solution, and as specified in Exhibit A (Statement of Work) and elsewhere in this Agreement.

#### 5.1.3 OM&S

Contractor shall provide to County and the Participating Agencies, OM&S Services in accordance with this Agreement, including Exhibit A (Statement of Work) and Exhibit C (Service Level Agreement) and any schedules and attachments thereto. OM&S obligations shall commence upon the Go Live of each Phase of Solution implementation and shall continue through the Maintenance Period of each Phase, through Final Acceptance of the Solution and until the termination or expiration of this Agreement.

County will pay Contractor Service Fees for provision by Contractor to County of OM&S Services commencing upon Final Acceptance, as provided in Exhibit B (Pricing Schedule). Service fees, including all components thereof, shall not exceed the amounts specified in Exhibit B (Pricing Schedule).

#### 5.1.4 Optional Work

1. Upon County's written request and execution of a Change Notice pursuant to the terms of this Agreement, Contractor shall provide Optional Work, including Programming Modifications, Additional Products, and Professional Services in accordance with this Paragraph and Exhibit A (Statement of Work). Programming Modifications and Additional Products shall only include those products and services relating to the requirements which were not reflected in the Specifications and/or Solution Requirements on the Effective Date, as determined by County's Project Director or authorized designee.
2. Upon County's request, and Contractor's concurrence to provide the Optional Work, Contractor shall provide to County within ten Business Days of such request, or such longer period as agreed to by the parties, a proposed Work Order including, if necessary, any supporting documentation, and a quote for a Maximum Fixed Price calculated in accordance with the applicable pricing terms set forth in Exhibit B (Pricing Schedule). Contractor's quotation for Optional Work shall be valid for at least ninety days from submission. Contractor shall commence the Optional Work following agreement by the parties, with respect to such Scope of Work and the Maximum Fixed Price, utilizing a Change Notice pursuant to Paragraph 4.2 (Change Notices) above. Upon completion by Contractor, and approval by County in accordance with the terms of this Agreement of such Optional Work, Schedule B.1 (Optional Work Schedule) to Exhibit B (Pricing Schedule), shall be updated accordingly to add the items of such completed and approved Optional Work.
3. Upon completion by Contractor and approval by County of Optional Work, (i) any Programming Modifications and/or Additional Products provided by Contractor in the form of Optional Work shall become part of and be incorporated into the Solution; (ii) additional Hardware shall become part of and be incorporated into the Hardware that is part of the Solution Environment; and (iii) Solution Requirements and Specifications shall

be updated to include the new and/or updated requirements and specifications as a result of such Optional Work.

4. Optional Work may be performed by Contractor at: 1) at no additional cost to County as part of Solution Implementation or OM&S, or 2) the applicable pricing terms set forth in Exhibit B (Pricing Schedule), payable by County utilizing Pool Dollars. Absent an Amendment in accordance with Paragraph 4 (Changes to Agreement), the Pool Dollars are the aggregate amount available during the Term of this Agreement for Optional Work.
5. Any Optional Work provided by Contractor shall not cause an increase in the OM&S fees under this Agreement.
6. Any Change Notice and resultant Work Order executed pursuant to this Paragraph 5.1.4 (Optional Work) prior to the expiration of this Agreement, shall survive the Agreement as though the Agreement remained in full force and effect. The expiration of the Agreement shall not relieve Contractor of its obligation to perform Optional Work resulting from such Work Order.

#### 5.1.5 Addition And Deletion Of Hardware

1. Contractor agrees that any addition or deletion of hardware in Attachment A.4 (Equipment Locations & Inventory) to Exhibit A (Statement of Work) before completion of Solution Implementation [see Paragraph 2.48 (Deliverable 13 - CBS Solution System Implemented and Final Acceptance Completed) of Exhibit A (Statement of Work)], as solely determined by County Project Manager, requires a Change Notice. Any added hardware shall be invoiced at the equipment unit prices stated in Exhibit B (Pricing Schedule).
2. Contractor agrees that any addition or deletion of hardware in Attachment A.4 (Equipment Locations & Inventory) to Exhibit A (Statement of Work) after CBS Solution Acceptance [see Paragraph 2.48 (Deliverable 13 - CBS Solution System Implemented and Final Acceptance Completed) of Exhibit A (Statement of Work)], requires a Change Notice. Any added hardware after final acceptance shall be invoiced at the lowest available market price plus a not-to-exceed handling fee of 15%.

#### 5.1.6 Technology Refresh

1. County and Contractor agree, during the Term of this Agreement but not before the end of the third year of the Agreement following Final System Acceptance, to conduct a hardware/software replacement (Technology Refresh) for all or any subset of, the Solution components as determined by the County Project Director in accordance with the Technology Refresh Implementation Strategy [see Paragraph 2.1.14 (Technology Refresh Implementation Strategy) of Exhibit A (Statement of Work)]. The Technology Refresh is intended to update key solution components with the most contemporaneous and advanced technologies currently available.
2. The cost for the Technology Refresh will be borne by County by means of an executed Change Notice. Contractor shall secure the lowest possible pricing for the Technology Refresh, minus any bulk purchase discounts, plus a not-to-exceed 15% markup for handling (e.g. purchasing and administration, setup/configure at the livescan locations, and removal of old replacement hardware). The not-to-exceed 15% markup is calculated based on actual equipment/software costs prior to the inclusion of sales/use tax. County makes no guarantee that the Technology Refresh will occur, nor does County guarantee that the Technology Refresh will be conducted in one single deployment during the Term of this Agreement.

3. The Technology Refresh Strategy shall be devised to minimize disruption to County operations. Notwithstanding, County and Contractor agree that any experienced downtime resulting from the Technology Refresh shall not be subject to Remedies [see Paragraph 6 (Remedies) of Exhibit C (Service Level Agreement)], provided Contractor is fully compliant with the processes described in the Technology Refresh Implementation Strategy [see Paragraph 2.1.13 (Technology Refresh Implementation Strategy) of Exhibit A (Statement of Work)].

## 5.2 TESTING OF WORK

Contractor shall conduct all appropriate testing of the Solution before providing any Work hereunder, including Optional Work, to ensure the Solution's continued compliance with all Solution Requirements set forth in this Agreement, that the Solution is free of any material Deficiencies and that the Optional Work meets the requirements of the applicable Work Order. Such Solution tests shall test, among others, the Solution's functionality, integration and interfacing, volume endurance, System performance, and user acceptance.

## 5.3 INTEGRATION/INTERFACING

From time to time, Contractor may be responsible for developing and incorporating into the Solution, Application Modifications, including Programming Modifications and Additional Software, in the form of Optional Work. If such Application Modifications are to be integrated and/or interfaced with other software, equipment and/or systems provided by Contractor or at the direction of Contractor, the Application Modifications shall not be deemed accepted by County until the Application Modifications and such other systems have been successfully integrated and interfaced, as applicable, and accepted by County in accordance with the terms of this Agreement. For example, if Contractor is to provide a Solution consisting of multiple modules or that includes enhancements to the Solution as part of the Optional Work, County's acceptance of the Solution, any individual module or enhancement shall not be final until County accepts all of the Application Modifications and modules or enhancements integrated and interfaced together as a complete Solution, including the operation of the Solution on all equipment required for its use in conformance with the terms of this Agreement. Contractor shall not obtain any ownership interest in any other systems merely because they were interfaced, integrated or used with the Solution.

## 5.4 APPROVAL OF WORK

All Tasks, Subtasks, Deliverables, and other Work provided by Contractor under this Agreement must have County's written approval by County's Project Director or designee in accordance with Attachment A.1 (Deliverable Acceptance Process) to Exhibit A (Statement of Work). In no event shall County be liable or responsible for any payment prior to such written approval. Furthermore, County reserves the right to reject any Work not approved by County.

If Contractor provides any tasks, subtasks, deliverables, goods, services or other work to County other than those specified in this Agreement, or if Contractor provides such items requiring County's prior written approval without first having obtained such written approval, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County therefor.

## 5.5 NO OFFSHORE WORK

Contractor warrants (i) that all Services shall be performed and rendered within and from within the United States, and (ii) that Contractor shall not transmit or make available any of

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County's Confidential Information, County's intellectual property or any County property, including County Materials, to any entity or individual outside the continental United States.

Specifically, no Programming Modifications for County, including Customizations, Configurations and Interfaces, may be developed or provided by personnel on behalf of Contractor outside or from outside the United States. Contractor may perform Services relating to standard product development or revisions, as long as such Services are provided without, or do not require, access to County's Confidential Information, County's intellectual property or any County property including County Materials, outside or from outside the United States.

## **6 PROJECT PLANNING**

6.1 Contractor shall implement the Solution in accordance with the Detailed Work Plan set forth in |1` Attachment A.5 (Project Control Document) to Exhibit A (Statement of Work), developed and delivered pursuant to Paragraph 2.1.8 (Detailed Work Plan) of Exhibit A (Statement of Work). The Detailed Work Plan shall, at a minimum, include the following items:

1. Deliverable Number;
2. Description;
3. Due date;
4. Milestone achieved;
5. Associated or Dependent Deliverable; and
6. Any other items reasonably required by County under this Agreement.

### **6.2 DELIVERABLE MILESTONES**

6.2.1 Attachment A.5 (Project Control Document) to Exhibit A (Statement of Work) shall specify certain critical Deliverables as "milestones", as determined by County.

6.2.2 A milestone shall be deemed completed for purposes of this Paragraph 6.2 (Deliverable Milestones) on the earliest date that all of the tasks, subtasks, deliverables, goods, services and other Work required for completion of such milestone are completed and delivered to County, and thereafter approved in writing by County pursuant to Paragraph 5.4 (Approval of Work).

6.2.3 The determination of whether a Deliverable milestone has been completed, and the date upon which such Deliverable was approved, shall be made by County's Project Director as soon as practicable in accordance with Paragraph 5.4 (Approval of Work) after County is informed by Contractor that such Deliverable has been completed, and is given all the necessary information, data and documentation to verify such completion.

6.2.4 Approval of Deliverables will not be unreasonably withheld or delayed by County. County will use reasonable efforts to provide the necessary assistance to Contractor for Contractor to meet the due dates specified in the Project Schedule.

## **7 TERM**

7.1 The Term of this Agreement shall commence upon the Effective Date, and shall expire six years following Final Acceptance unless sooner terminated or extended, in whole or in part, as provided in this Agreement (hereinafter "Initial Term").

7.2 At the end of the Initial Term, County may, at its sole option, extend the Term of this Agreement for four one-year periods (hereinafter each an "Option Term"), subject to, among others, County's right to terminate earlier for convenience, non-appropriation of funds, default of Contractor, substandard performance of Contractor, non-responsibility of Contractor and any other term or condition of this Agreement providing for early termination of this

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Agreement by County. County shall be deemed to have exercised each extension Option Term automatically, without further act, unless, no later than thirty days prior to the expiration of the Initial Term, or current Option Term as applicable, County notifies Contractor in writing that it elects not to extend this Agreement pursuant to this Paragraph 7 (Term). If County elects not to exercise an Option Term to extend at the end of the Initial Term, this Agreement shall expire.

7.3 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 this Agreement Term extension option.

7.4 As used throughout this Agreement, the word “Term” when referring to the Term of this Agreement shall include the Initial Term and the Option Terms, to the extent County exercises its extension options pursuant to this Paragraph 7 (Term).

7.5 NOTICE OF EXPIRATION

Contractor shall notify County when this Agreement is within six months from the expiration of the Term. Upon occurrence of this event, Contractor shall send written notification to County’s Project Director at the address set forth in Exhibit E (County Administration).

**8 CONTRACT SUM**

8.1 MAXIMUM CONTRACT SUM

8.1.1 The Maximum Contract Sum under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all the tasks, subtasks, deliverables, goods, Services and other Work required or requested by County under this Agreement.

8.1.2 The Maximum Contract Sum, including all applicable taxes, authorized by County hereunder shall not exceed Seventeen Million, Five Hundred Twelve Thousand, Three Hundred Ninety-Two Dollars and Eighty-Nine Cents (\$17,512,392.89), as further detailed in Exhibit B (Pricing Schedule), unless the Contract Sum is modified pursuant to a duly approved Amendment to this Agreement by County’s and Contractor’s authorized representative(s) pursuant to Paragraph 4 (Changes to Agreement).

8.1.3 The Maximum Contract Sum under this Agreement shall provide for all authorized payments County may make to Contractor for any and all Work provided by Contractor under this Agreement, including all Solution components, Solution Implementation Services, OM&S and any Optional Work.

8.1.4 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, including the Pool Dollars expenditures, authorized under this Agreement. Upon occurrence of this event, Contractor shall provide written notification to County’s Project Director at the address set forth in Exhibit E (County Administration).

8.2 SOLUTION IMPLEMENTATION

8.2.1 Cost of Solution Implementation

County will reimburse Contractor for the cost of Solution Implementation, which shall include, but not be limited to, all goods and Services for implementing the Solution, e.g. Solution Environment setup, installation of the Livescan Equipment and System Hardware, Licenses for the Solution Software, installation of Solution Software, Solution Migration and Data Conversion, Acceptance Tests, training and any other Work provided by Contractor

hereunder and pursuant to Exhibit A (Statement of Work). All payments by County to Contractor for Solution Implementation shall be divided among the Deliverables as set forth in Exhibit B (Pricing Schedule).

#### 8.2.2 Credits to County

1. Contractor agrees that delayed performance by Contractor will cause damages to County, which are uncertain and would be impracticable or extremely difficult to ascertain in advance. Contractor further agrees that, in conformity with California Civil Code Section 1671, Contractor shall be liable to County for liquidated damages in the form of credits, as specified in this Paragraph 8.2.2 (Credits to County), as a fair and reasonable estimate of such damages. Any amount of such damages is not and shall not be construed as penalties and, when assessed, will be deducted from County's payment that is due.
2. County shall be entitled to receive credit against any or all amounts due to Contractor under this Agreement or otherwise, in the total amount of Five Hundred Dollars for each day after the due date for each and every occasion upon which a payable Deliverable identified in Attachment A.5 (Project Control Document) to Exhibit A (Statement of Work) as a "milestone" has not been completed by Contractor within fifteen days after the due date. Notwithstanding the foregoing, County shall not demand any credit from Contractor for delays which are caused by acts or omissions of County, nor for any delays regardless of cause that may otherwise be approved in writing by County's Project Director or designee in his/her sole discretion. All of the foregoing credits shall apply separately, and cumulatively, to each milestone in the Project Schedule. A determination whether County shall assess credits due pursuant to this Paragraph 8.2.2 (Credits to County) shall be made by County's Project Director in his/her sole discretion.
3. A Deliverable shall be deemed completed for purposes of this Paragraph 8.2.2 (Credits to County) and Paragraph 8.2.6 (Termination) on the earliest date that all of the tasks, subtasks, deliverables, goods, Services and other Work required for the completion of such Deliverable are completed and delivered to County, provided that all of such tasks, subtasks, deliverables, goods, Services and other Work required for the completion of such Deliverable are thereafter approved in writing by County pursuant to Paragraph 5.4 (Approval of Work) without prior rejection by County or significant delay in County's approval thereof, which delay is the result of Contractor's failure to deliver such tasks, subtasks, deliverables, goods, Services and other Work in accordance with the terms hereof.
4. For purposes of this Paragraph 8.2.2 (Credits to County) and Paragraph 8.2.3 (Termination), the determination of whether a Deliverable has been so completed and is so approved, and of the date upon which such Deliverable was completed, shall be made by County's Project Director or designee as soon as practicable after County is informed by Contractor that such Deliverable has been completed and is given all the necessary information, data and documentation to verify such completion.

#### 8.2.3 Termination

In addition to any other remedies available to County under this Agreement, if any Deliverable identified as a milestone is not completed within thirty days after the applicable due date set forth in the Project Schedule and thereafter is not approved in writing by County

pursuant to Paragraph 5.4 (Approval of Work), other than as a result of delays caused solely by acts or omissions of County, and unless County's Project Director and Contractor's Project Director have otherwise agreed in writing prior to such date scheduled for completion to extend such due date pursuant to Paragraph 4.5 (Extension), then County may, upon notice to Contractor, terminate this Agreement for default in accordance with Paragraph 20 (Termination for Default) or for convenience in accordance with Paragraph 21 (Termination for Convenience), as determined in the sole discretion of County.

### 8.3 NON-APPROPRIATION OF FUNDS

County's obligation may be limited if it is payable only and solely from funds appropriated for the purpose of this Agreement. Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then County shall, at its sole discretion, either: (i) terminate this Agreement as of June 30 of the last fiscal year for which funds were appropriated or (ii) reduce the Work provided hereunder in accordance with the funds appropriated, as mutually agreed to by the parties. County will notify Contractor in writing of any such non-appropriation of funds at its election at the earliest possible date.

### 8.4 COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS

In the event that County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for the 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 Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the Services to be provided by Contractor under this Agreement shall also be reduced correspondingly. County's notice to Contractor regarding such reduction in payment obligations shall be provided within thirty calendar days of the Board of Supervisors' approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the Work set forth in this Agreement.

## 9 **INVOICES AND PAYMENTS**

### 9.1 INVOICES

Contractor shall invoice County in accordance with Exhibit B (Pricing Schedule): (i) for Solution Implementation, broken down by Deliverables, payable following completion by Contractor and approval by County of each such Deliverable; (ii) for OM&S, the quarterly fee to be paid in arrears for Service fees commencing upon Final Acceptance; and (iii) for Optional Work pursuant to a Change Notice or Amendment, as applicable, following Contractor's completion and County's written approval of the Optional Work. The actual price expended by Contractor for such Optional Work using Pool Dollars, shall not exceed the Maximum Fixed Price quoted for such Optional Work.

#### 9.1.1 Submission of Invoices

Contractor's invoice shall include the charges owed to Contractor by County under the terms of this Agreement as provided in Exhibit B (Pricing Schedule). All invoices and supporting documents under this Agreement shall be submitted to the person designated in Exhibit E

(County Administration) as County's Project Manager at the address specified in such Exhibit E (County Administration).

#### 9.1.2 Invoice Details

Each invoice submitted by Contractor shall indicate, at a minimum:

1. Agreement Name and Number;
2. The tasks, subtasks, deliverables, goods, Services or other Work for which payment is claimed, including Solution Implementation Deliverables, OM&S Services and any Optional Work;
3. The price of such tasks, subtasks, deliverables, goods, Services or other Work calculated based on the pricing terms set forth in Exhibit B (Pricing Schedule) or the Work Order including the Maximum Fixed Price, as applicable;
4. If applicable, the date of written approval of the tasks, subtasks, deliverables, goods, Services or other Work by County's Project Director or designee;
5. Indication of any applicable withhold or Holdback amounts for payments claimed or reversals thereof;
6. Indication of any applicable credits due County under the terms of this Agreement or reversals thereof;
7. If applicable, a copy of any required Acceptance Certificates signed by County's Project Director and/or County's Project Manager; and
8. Any other information required by County's Project Director or designee.

#### 9.1.3 Approval of Invoices

All invoices submitted by Contractor to County for payment shall have County's written approval as provided in this Paragraph 9.1 (Invoices), which approval shall not be unreasonably withheld. In no event shall County be liable or responsible for any payment prior to such written approval.

#### 9.1.4 Invoice Discrepancies

County's Project Director will review each invoice for any discrepancies and will, within thirty days of receipt thereof, notify Contractor in writing of any discrepancies found upon such review and submit a list of disputed charges. Contractor shall review the disputed charges and send a written explanation detailing the basis for the charges within thirty days of receipt of County's notice of discrepancies and disputed charges. If County's Project Director or designee does not receive a written explanation for the charges within such thirty day period, Contractor shall be deemed to have waived its right to justify the original invoice amount, and County, in its sole discretion, shall determine the amount due, if any, to Contractor and pay such amount in satisfaction of the disputed invoice, subject to the Dispute Resolution Procedure set forth in this Agreement.

All County correspondence relating to invoice discrepancies shall be sent by email, followed by hard copy, directly to County's Project Manager with a copy to County's Project Director at the addresses specified in Exhibit E (County Administration).



## 9.2 DELIVERY OF SYSTEM SOFTWARE

It is in the intent of the parties that if any System Software or Documentation provided by Contractor under this Agreement, including any product of OM&S Services and any Optional Work, is delivered to County, such System Software and Documentation shall be delivered (i) in an electronic format (e.g., via electronic mail or internet download) or (ii) personally by Contractor staff who shall load such System Software and Documentation onto County's hardware, but who will retain possession of all originals and copies of such tangible media (e.g., CD-ROM, magnetic tape, printed manuals) used to deliver the System Software and Documentation to County.

Any System Software and Documentation that is provided or delivered by Contractor to County in a tangible format shall be F.O.B. Destination. The Contract Sum shown in Paragraph 8.1 (Maximum Contract Sum) includes all amounts necessary for County to reimburse Contractor for all transportation and related insurance charges, if any, on System Software Components and Documentation procured by County from Contractor pursuant to this Agreement. All transportation and related insurance charges, if any, shall be paid directly by Contractor to the applicable carrier. Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from, any and all such transportation and related insurance charges.

## 9.3 SALES/USE TAX

The Contract Sum shown in Paragraph 8 (Contract Sum) shall be deemed to include all amounts necessary for County to reimburse Contractor for all applicable California and other state and local sales/use taxes on all Solution components and other Work provided by Contractor to County pursuant to or otherwise due as a result of this Agreement, including, but not limited to, any product of Solution Implementation, OM&S Services and any Optional Work, to the extent applicable. All California sales/use taxes shall be paid directly by Contractor to the State or other taxing authority.

Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from, any and all such California and other state and local sales/use taxes. Further, Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from, all applicable California and other state and local sales/use tax on all other items provided by Contractor pursuant to this Agreement and shall pay such tax directly to the State or other taxing authority. In addition, Contractor shall be solely responsible for all taxes based on Contractor's income or gross revenue, or personal property taxes levied or assessed on Contractor's personal property to which County does not hold title.

## 9.4 PAYMENTS

Provided that Contractor is not in default under any provision of this Agreement, County will pay all invoice amounts to Contractor within thirty days of receipt of invoices that have not been disputed in accordance with Paragraph 9.1.4 (Invoice Discrepancies) above. County's failure to pay within the thirty day period, however, shall not be deemed as automatic invoice approval or Acceptance by County of any deliverable for which payment is sought, nor shall it entitle Contractor to impose an interest or other penalty on any late payment.

## 9.5 COUNTY'S RIGHT TO WITHHOLD PAYMENT

Notwithstanding any other provision of this Agreement, and in addition to any rights of County given by law or provided in this Agreement, County may upon written notice to

Contractor withhold payment for any deliverable while Contractor, with no fault of County, is in default hereunder or default related to Work.

9.6 **HOLDBACK**

County shall withhold an amount equal to ten percent (10%) of each Deliverable invoice submitted by Contractor under this Agreement (Holdback) and approved by County pursuant to Paragraph 5.4 (Approval of Work), for all Work including Solution Implementation, as further specified in Exhibit B (Pricing Schedule) as may be amended from time to time.

The cumulative amount of such Holdbacks shall be due and payable to Contractor upon Final Acceptance, subject to adjustment for any amounts arising under this Agreement owed to County by Contractor, including, but not limited to, any amounts arising from Paragraphs 9.1.4 (Invoice Discrepancies), 9.5 (County's Right to Withhold Payment) and any partial termination of any Task, Subtask or Deliverable set forth in Exhibit A (Statement of Work) as provided herein.

9.7 **DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER**

County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under this Agreement with County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

At any time during the duration of this Agreement, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

## **10 OWNERSHIP AND LICENSE**

10.1 **SOLUTION OWNERSHIP**

10.1.1 **Solution Environment**

Contractor acknowledges that County or the rightful owner owns all Solution Environment components, including Livescan Equipment, Solution Hardware, and all software provided by County; with Contractor or the rightful owner retaining ownership of all Solution Environment components provided by Contractor, as further specified in Attachment A.14 (Hardware and Software Delivery List and Specification Sheet) to Exhibit A (Statement of Work).

#### 10.1.2 Application Software

All Application Software provided by Contractor to County pursuant to this Agreement, including Licensed Software and Application Modifications, and related Documentation, is and shall remain the property of Contractor or any rightful third party owner, with which all proprietary rights shall reside and which shall be subject to the terms of the License granted to County pursuant to Paragraph 10.2 (License) below.

#### 10.1.3 Solution Data

All Solution data that is provided or made accessible by County to Contractor, is generated by the Solution or is the product of the Solution provided by Contractor hereunder is and shall remain the property of County.

#### 10.1.4 Work Product

Contractor or the rightful owner shall remain the sole owner of Contractor's Application Software and all derivative works therein (hereinafter collectively "Work Product"). Work Product does not include any County Materials whether previously owned by County or designed or developed by Contractor for County.

### 10.2 LICENSE

#### 10.2.1 License Grant

Subject to the provisions of Paragraph 10.1 (Solution Ownership), Contractor hereby grants to County a perpetual, irrevocable, non-exclusive license to use the System Software and Work Product, including any related Documentation (hereinafter "License"), by all Users in accordance with the scope set forth in Paragraph 10.2.3 (Scope of License) and subject to the restrictions set forth in Paragraph 10.2.4 (License Restrictions) for the period specified in Paragraph 10.2.2 (License Term). Notwithstanding the foregoing, upon mutual agreement of the parties, County may obtain its own license for any Third-Party Software that may be provided by Contractor as part of the System Environment, the term and scope of which shall be subject to the terms of County's agreement with the provider of such Third-Party Software.

#### 10.2.2 License Term

The License granted under this Agreement shall commence upon the earlier of County's access of any Solution Software component or the Effective Date and shall continue in perpetuity and without regard to the end of the Term of this Agreement, unless otherwise specified herein.

#### 10.2.3 Scope of License

The License granted by Contractor under this Agreement provides County and Participating Agencies with the following rights:

- (1) To use, access, install, integrate with other software, operate and execute the Solution Software in the System Environment on an unlimited number of computers, servers, mobile devices, work stations, local area networks and wide area networks, including web connections, by an unlimited number of Users in the conduct of the business of County or any Participating Agency as provided in this Agreement;
- (2) To use, modify, copy and display the Documentation, including but not limited to the Solution and User manuals and any other specifications or documentation provided or made accessible by Contractor to County and Participating Agencies, as necessary or

appropriate for County and Participating Agencies to enjoy and exercise fully the rights granted under this Agreement and the License granted hereunder;

- (3) To permit third party access to any Solution components and Documentation, including Solution Software, or any part thereof, as necessary or appropriate for County to enjoy and exercise fully the rights granted under this Agreement and the License, including for the provision of OM&S Services including Software Updates, Application Modifications, Professional Services and other business use or support of the Solution Software as contemplated by this Agreement; provided, however, without limiting County's and Participating Agencies' rights under this Paragraph 10.2.4(4) (License Restrictions), County covenants and agrees that it shall not exercise any of the rights contained in this Paragraph 10.2.4(4) (License Restrictions) unless and until the occurrence of any one of the Release Conditions; and
- (4) Pursuant to Paragraph 52 (Assignment by County), to reproduce and use a reasonable number of copies of the Solution Software provided by Contractor: (i) by County, Participating Agencies and permitted assignees, for archive and backup purposes; and (ii) by County and Participating Agencies, for use by permitted assignees so long as all copies of the Solution Software contain the proprietary notices appearing on the copies initially furnished to County by Contractor.

#### 10.2.4 License Restrictions

County acknowledges and agrees (i) that the System Software provided by Contractor to County under this Agreement, including related Documentation, is the confidential and copyrighted property of Contractor, or its licensors, and all rights therein not expressly granted to County are reserved to Contractor, or its licensors, as applicable; and (ii) that Contractor, or its licensors, shall retain all proprietary rights in and to the foregoing. Subsequently, the License to the System Software provided by Contractor hereunder is limited by the restrictions set forth in this Paragraph 10.2.4 (License Restrictions). Accordingly, County will not:

1. Reverse engineer, disassemble or decompile the Application Software provided by Contractor;
2. Transfer, sublicense, rent, lease, convey or assign (unless resulting from an Agreement assignment under Paragraph 52 (Assignment by County)) the System Software provided by Contractor;
3. Copy or reproduce the System Software provided by Contractor in any way except as reasonably necessary for backup, archival or business continuity purposes and as specified in Paragraph 10.2.3(3) (Scope of License);
4. Use the System Software provided by Contractor on a timesharing, service bureau, subscription service or rental basis for any third party; or
5. Remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on, or during the use of, the System Software provided by Contractor.

## **11 SYSTEM ACCEPTANCE**

### **11.1 ACCEPTANCE TESTS**

Contractor, with County's assistance where applicable, shall conduct all Acceptance Tests specified in Exhibit A (Statement of Work) to ensure the Solution's compliance with the requirements set forth in this Agreement, including but not limited to Exhibit A (Statement of Work), Attachment A.2 (Solution Requirements) and Exhibit C (Service Level Agreement) including all Schedules and Attachments thereto. Such Acceptance Tests shall test, among others, the System's functionality, integration and interfacing, volume endurance and user acceptance. An Acceptance Test shall be completed and ready for payment when Contractor provides to County results of a successful completion of such Acceptance Test and County approves the Acceptance Test in writing.

### **11.2 PRODUCTION USE**

The Solution shall achieve Go-Live for a Project Phase and shall be ready for Production Use when County's Project Director, or his/her designee, approves in writing all Acceptance Tests under Exhibit A (Statement of Work) leading to such Go Live. Contractor's obligations to provide OM&S, as specified in this Agreement, shall commence upon Go Live for each Phase.

### **11.3 FINAL ACCEPTANCE**

The Solution shall achieve Final Acceptance when County's Project Director, or his/her designee, approves in writing the Solution Implementation under Exhibit A (Statement of Work) for all Phases of the Project. In the event the Solution fails to successfully achieve Final Acceptance in accordance with the Project Schedule, Contractor shall provide to County for a diagnosis of the Deficiencies and proposed solution(s) for County's approval and submit the Solution to County for re-testing as required under Exhibit A (Statement of Work). County and Contractor shall agree upon any and all such proposed solutions prior to their implementation.

### **11.4 FAILED TESTING**

- 11.4.1 If County's Project Director makes a good faith determination at any time an Acceptance Test that the Solution as a whole, or any component thereof, has not successfully completed an Acceptance Test or has not achieved Final Acceptance (collectively referred to for purposes of this Paragraph 11.4 (Failed Testing) as "Designated Test"), County's Project Director shall promptly notify Contractor in writing of such failure, specifying with as much detail as possible the manner in which the solution component or the solution failed to pass the applicable Designated Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs and modifications to the Solution component or the Solution as will permit the Solution component or the Solution to be ready for retesting. Contractor shall notify County's Project Director in writing when such corrections, repairs and modifications have been completed, and the applicable Designated Test shall begin again. If, after the applicable Designated Test has been completed for a second time, County's Project Director makes a good faith determination that the Solution component or the Solution again fails to pass the applicable Designated Test, County's Project Director shall promptly notify Contractor in writing, specifying with as much detail as possible the manner in which the Solution component or the Solution failed to pass the applicable Designated Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs and modifications to the

solution component or the solution as will permit the Solution component or the System to be ready for retesting.

- 11.4.2 Such procedure shall continue, subject to County's rights under Paragraph 8.2.3 (Termination), in the event Contractor fails to timely complete any Deliverable identified as a milestone, until such time as County notifies Contractor in writing either: (i) of the successful completion of such Designated Test or (ii) that County has concluded that satisfactory progress toward such successful completion of such Designated Test is not being made, in which latter event, County shall have the right to make a determination, which shall be binding and conclusive on Contractor, that a non-curable default has occurred and to terminate this Agreement in accordance with Paragraph 20 (Termination for Default) on the basis of such non-curable default. In the event Contractor, using good faith effort, is unable to cure a deficiency by re-performance after two (2) attempts, county and contractor will work together to agree on a mutually acceptable resolution, provided that if County and Contractor cannot agree on a resolution, County may terminate this Agreement for default pursuant to Paragraph 20 (Termination for Default).
- 11.4.3 Such a termination for default by County shall be either, as determined by County in its sole judgment: (i) a termination with respect to one or more of the components of the Solution; or (ii) if County believes the failure to pass the applicable Designated Test materially affects the functionality, performance or desirability to County of the Solution as a whole, the entire Agreement. In the event of a termination under this Paragraph 11.4 (Failed Testing), County shall have the right to receive from Contractor reimbursement of all payments made to Contractor by County under this Agreement for the Solution component(s) and related Deliverables as to which the termination applies or if the entire Agreement is terminated, all amounts paid by County to Contractor under this Agreement. If the termination applies only to one or more Solution component(s), at County's sole option, any reimbursement due to it may be credited against other sums due and payable by County to Contractor. The foregoing is without prejudice to any other rights that may accrue to County or Contractor under the terms of this Agreement or by law.

## 11.5 SYSTEM USE

Subject to County's obligations of Acceptance set forth in Exhibit A (Statement of Work) and this Agreement, following the Solution implementation by Contractor and prior to Final Acceptance by County, County shall have the right to use, in a Production Use mode, any completed portion of the System, without any additional cost to County where County determines that it is necessary for County's operations. Such Production Use shall not restrict Contractor's performance under this Agreement and shall not be deemed Final Acceptance of the Solution.

## 12 REPRESENTATIONS AND WARRANTIES

### 12.1 GENERAL WARRANTIES

Contractor represents, warrants, covenants and agrees that throughout the Term of this Agreement:

1. Contractor shall comply with the description and representations (including, but not limited to, Deliverable documentation, performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions and requirements applicable to professional software design meeting industry standards) set forth in this

Agreement, including Exhibit A (Statement of Work), including all Attachments thereto and Solution Requirements.

2. Unless specified otherwise herein, the Solution shall be free from material Deficiencies.
3. The OM&S Service Levels shall not degrade during the Term of this Agreement.
4. Contractor shall not intentionally cause any unplanned interruption of the operations of, or accessibility to the Solution 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 or any Participating Agency’s confidential or proprietary information or of causing any unplanned interruption of the operations of, or accessibility of the Solution or any component to County or any Participating Agency or User or which could alter, destroy, or inhibit the use of the System or any component, or the data contained therein (collectively referred to as “Disabling Device(s)”), which could block access to or prevent the use of the Solution or any component by County, Participating Agencies or Users. Contractor represents, warrants, and agrees that it has not purposely placed, nor is it aware of, any Disabling Device in any Solution component provided to County under this Agreement, nor shall Contractor knowingly permit any subsequently delivered or provided Solution component to contain any Disabling Device.

In addition, Contractor shall prevent viruses from being incorporated or introduced into the Solution or updates or enhancements thereto prior to the installation onto the Solution and shall prevent any viruses from being incorporated or introduced in the process of Contractor’s performance of on-line support.

## 12.2 STANDARD OF SERVICES

Contractor’s Services and other Work required by this Agreement shall, during the Term of this Agreement, conform to reasonable commercial standards as they exist in Contractor’s profession or field of practice. If Contractor’s Services or other Work provided under this Agreement fail to conform to such standards, upon notice from County specifying the failure of performance, Contractor shall, at Contractor’s sole expense, provide the applicable remedy as specified in this Agreement, including Exhibit A (Statement of Work) and Exhibit C (Service Level Agreement). Contractor shall, at its own expense, correct any data in which (and to the extent that) errors have been caused by Contractor or malfunctions of the Solution or by any other tools introduced by Contractor into the Solution for the purpose of performing Services or other Work under this Agreement or otherwise.

## 12.3 SYSTEM WARRANTIES AND PROBLEM RESOLUTION

Contractor hereby warrants to County that the Solution shall be free from any and all Deficiencies commencing from Production Use of the System through the Term of this Agreement. All Deficiencies reported or discovered shall be corrected in accordance with Exhibit A (Statement of Work) and Exhibit C (Service Level Agreement) to this Agreement, and shall be at no cost to County beyond the payment of the applicable Maintenance Fees under this Agreement.

Contractor also represents, warrants, covenants and agrees that throughout the Term of this Agreement:

1. All Solution components shall be compatible with each other and, to the extent applicable or required, shall interface with each other; and the Solution components, when taken together, shall be capable of delivering all of the functionality as set forth in this Agreement.
2. Any Solution enhancements or upgrades shall be backward compatible with any County's standard browser(s) and operating system version(s) operated on County workstations.
3. The Solution, including the System and the Equipment, shall be capable of delivering all of the functionality and meeting all requirements as set forth in this Agreement, including the Solution Requirements, Security Requirements and the Specifications.
4. The Solution shall meet the Solution Performance Requirements within Contractor's control, including but not limited to those relating to Response Time and Solution Availability, as further specified in Exhibit A (Statement of Work) and Exhibit C (Service Level Agreement). All Solution Performance Deficiencies, for the purpose of determining the applicable Deficiency Resolution Time and County remedies, including Service Credits, shall be deemed Severity Level 1 or Severity Level 2, as determined by County's Project Director or designee.

#### 12.4 CONTINUOUS PRODUCT SUPPORT

- 12.4.1 In the event that Contractor replaces any or all components of the Application Software with other software modules or components (hereinafter "Replacement Product") during the Term of this Agreement in order to fulfill its obligations under this Agreement and to meet the Solution Requirements, then the License shall be deemed to automatically include such Replacement Product without cost or penalty to County even if such Replacement Product contains greater functionality than the Application Software it replaced. If required by County, Contractor shall provide the necessary training to County and Participating Agencies personnel to utilize the Replacement Product at no cost to County.
- 12.4.2 In the event any or all components of the Application Software are migrated to the Replacement Product as a result of an acquisition, sale, assignment, transfer or other change in control of Contractor, then any assignee or successor, by taking benefit (including, without limitation, acceptance of any payment under this Agreement), shall be deemed to have ratified this Agreement, subject to the requirements of Paragraph 19 (Assignment and Delegation/Mergers or Acquisitions). All terms and conditions of this Agreement shall continue in full force and effect for the Replacement Product.
- 12.4.3 The following terms and conditions shall apply if County elects to transfer the License to a Replacement Product:
1. Contractor, or its assignee or successor, shall, at no cost to County or Participating Agencies, implement the Replacement Product in the Solution Environment, convert and migrate all of the Solution data from the Application Software format to the Replacement Product format to ensure Production Use of such Replacement Product;
  2. Any prepaid Service Fees for the Solution shall transfer in full force and effect for the balance of the Replacement Product's maintenance and support term (or equivalent service) at no additional cost. If the prepaid amount is greater than the Replacement Product's maintenance and support fees for the same term, the credit balance shall be applied to future Maintenance Fees or returned to County, at County's option;



3. Any and all modules offered separately and needed to match the original Application Software's level of functionality shall be supplied by Contractor, or its assignee or successor, without additional cost or penalty, and shall not affect the calculation of any annual fees;
4. Contractor shall provide to County and Participating Agencies the necessary training for purposes of learning the Replacement Product. Such training shall be provided at no cost to County or Participating Agencies;
5. All License terms and conditions, at a minimum, shall remain as granted herein with no additional fees imposed on County or Participating Agencies; and
6. The definition of Application Software shall include the Replacement Product.

#### 12.5 WARRANTY PASS-THROUGH

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

#### 12.6 REMEDIES

County's remedies under this Agreement for the breach of the warranties set forth in this Agreement, including Exhibit A (Statement of Work) and Exhibit C (Service Level Agreement), shall include the repair or replacement by Contractor, at its own expense, of the non-conforming Solution components, any other remedies set forth in Exhibit A (Statement of Work) and/or Exhibit C (Service Level Agreement), including assessment of Service Credits and any other corrective measures specified in such Exhibit A (Statement of Work), Exhibit C (Service Level Agreement), and this Agreement.

#### 12.7 BREACH OF WARRANTY OBLIGATIONS

Failure by Contractor to timely perform its obligations set forth in this Paragraph 12 (Representations and Warranties) shall constitute a material breach, upon which, in addition to County's other rights and remedies set forth herein, County may, after written notice to Contractor and provision of a reasonable cure period, terminate this Agreement in accordance with Paragraph 20 (Termination for Default).

### 13 **INDEMNIFICATION**

Notwithstanding any provision of this Agreement to the contrary, whether expressly or by implication, Contractor shall indemnify, defend and hold harmless County, its Special Districts, Participating Agencies and their elected and appointed officers, employees, agents and volunteers (hereinafter "County Indemnities") 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 Contractor's acts and/or omissions arising from or relating to this Agreement, except for such loss or damages arising from the sole negligence or willful misconduct of County Indemnities'.

Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 13 (Indemnification) 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.

## **14 INSURANCE**

### **14.1 GENERAL INSURANCE REQUIREMENTS**

Without limiting Contractor's indemnification of County and Participating Agencies, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraph 14 (Insurance). These minimum insurance coverage terms, types and limits ("Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Agreement.

### **14.2 EVIDENCE OF COVERAGE AND NOTICE**

- 14.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured Endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability Policy, shall be delivered to County at the address shown below and provided prior to commencing Services under this Agreement.
- 14.2.2 Renewal Certificates shall be provided to County not less than ten days after renewal of Contractor's policy. County reserves the right to obtain copies of relevant sections of any required Contractor and/or subcontractor insurance policies at any time.
- 14.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement 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 Agreement. 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 dollars, and list any County required endorsement forms.
- 14.2.4 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 the 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 at the address specified in Exhibit E (County 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 Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

### **14.3 ADDITIONAL INSURED STATUS AND SCOPE OF COVERAGE**

The County of Los Angeles, its Special Districts, Participating Agencies and their 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

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respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the 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. The full policy limits and scope of protection also shall apply to County and its Agents as an additional insured, even if they exceed the 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.

#### 14.3.1 Cancellation of or Changes in Insurance

Contractor shall provide County, 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 not less than ten days in advance of cancellation for non-payment of premium and thirty 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 Agreement, in the sole discretion of County, upon which County may suspend or terminate this Agreement.

#### 14.3.2 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.

#### 14.3.3 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all 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.

#### 14.3.4 Waivers of Subrogation

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 Agreement. Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### 14.3.5 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 the 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.

#### 14.3.6 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 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.

14.3.7 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 Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following Agreement expiration, termination or cancellation.

14.3.8 Application of Excess Liability Coverage

Contractor may use a combination of primary, and excess insurance policies which provide coverage as broad as (“follow form” over) the underlying primary policies, to satisfy the Required Insurance provisions.

14.3.9 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.

14.3.10 Alternative Risk Financing Programs

County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. County and its Agents shall be designated as an Additional Covered Party under any approved program.

14.3.11 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.

14.4 INSURANCE COVERAGE REQUIREMENTS

14.4.1 Commercial General Liability Insurance

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

14.4.2 Automobile Liability Insurance

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 Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

#### 14.4.3 Workers' Compensation and Employers' Insurance

Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million 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. The written notice shall be provided to County at least ten days in advance of cancellation for non-payment of premium and thirty days in advance for any other cancellation or policy change. 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.

#### 14.4.4 Professional Liability/Errors and Omissions Insurance

Professional Liability/Errors and Omissions insurance covering Contractor's liability arising from or related to this Agreement, with limits of not less than \$1 million per claim and \$2 million 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.

#### 14.4.5 Property Coverage

Contractors given exclusive use of County owned or leased property shall carry property, Contractor's property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. County and its Agents shall be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

#### 14.4.6 Technology Errors and Omissions

Insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include: (1) systems analysis, (2) systems programming, (3) data processing, (4) systems integration, (5) outsourcing including outsourcing development and design, (6) systems design, consulting, development and modification, (7) training services relating to computer software or hardware, (8) management, repair and maintenance of computer products, networks and systems, (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software, and (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by Contractor, with limits of \$10 million.

#### 14.4.7 Privacy/Network Security (Cyber) Insurance

Privacy/Network Security ("Cyber") liability coverage providing protection against liability for: (1) privacy breaches (liability arising from the loss or disclosure of confidential information no matter how it occurs), (2) system breach, (3) denial or loss of service, (4) introduction, implantation or spread of malicious software code, and (5) unauthorized access to or use of computer systems, with limits of \$10 million. No exclusions/restrictions for unencrypted portable devices/media may be on the policy. The County of Los Angeles, its Special Districts, Participating Agencies, and their Elected Officials, Officers, Agents,

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Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status.

**14.5 FAILURE TO MAINTAIN COVERAGE OR PERFORMANCE SECURITY**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance or failure to maintain performance security acceptable to County shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from such breach. Alternatively, County may purchase the required insurance coverage and, without further notice to Contractor, deduct from sums due to Contractor any premium costs advanced by County for such insurance.

**15 INTELLECTUAL PROPERTY WARRANTY AND INDEMNIFICATION**

- 15.1 Contractor represents and warrants: (i) that Contractor has the full power and authority to grant the License, ownership and all other rights granted by this Agreement to County and Participating Agencies; (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 and Participating Agencies are entitled to use the Solution without interruption, subject only to County's obligation to make the required payments and observe the License terms under this Agreement; (iv) that this Agreement and the Solution licensed or 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; (v) that during the term of this Agreement, Contractor shall not subordinate this Agreement or any of its rights hereunder to any third party without the prior written consent of County, and without providing in such subordination instrument for non-disturbance of County's and Participating Agencies' use of the Solution (or any part thereof) in accordance with this Agreement; and (vi) that neither the performance of this Agreement by Contractor, nor the License to or ownership by, and use by, County, Participating Agencies and their Users of the Solution in accordance with this Agreement 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.
- 15.2 Notwithstanding any provision to the contrary, whether expressly or by implication, Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, Participating Agencies and their elected and appointed officers, employees, agents and volunteers (collectively referred to for purposes of this Paragraph 15 as "County") from and against any and all 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 System (collectively referred to for purposes of this Paragraph 15 as "Infringement Claim(s)"). Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 15.2 shall be conducted by Contractor and performed by counsel selected by Contractor. County will provide Contractor with information, reasonable assistance and authority to defend or settle the claim. Notwithstanding the foregoing, County and Participating Agencies shall have the right to participate in any such defense at their sole cost and expense.

- 15.3 County will notify Contractor, in writing, as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure. Upon such notice by County, Contractor shall, at no cost to County, as remedial measures, either: (i) procure the right, by license or otherwise, for County to continue to use the Solution or affected component(s) thereof, or part(s) thereof, to the same extent of County's and Participating Agencies' License or ownership rights under this Agreement; or (ii) to the extent procuring such right to use the Solution is not commercially reasonable, replace or modify the Solution or any component(s) thereof with another software or component(s) thereof of at least equivalent quality and performance capabilities, as mutually determined by County and Contractor until the Solution and all components thereof become non-infringing, non-misappropriating and non-disclosing (hereinafter collectively for the purpose of this Paragraph 15.3 "Remedial Act(s)").
- 15.4 Failure by Contractor to provide and complete the Remedial Acts described in Paragraph 15.3 above shall constitute a material breach of this Agreement, upon which County shall be entitled to terminate this Agreement for default pursuant to Paragraph 20 (Termination for Default).

## **16 PROPRIETARY CONSIDERATIONS**

### **16.1 COUNTY MATERIALS**

Contractor agrees that County or Participating Agency, as applicable, shall own all rights, title and interest, including all copyrights, patent rights, trade secret rights and other proprietary rights therein, in and to all information, data, plans, schedules including Project Plan and Project Schedule, departmental procedures and processes, algorithms, diagrams, reports, working papers, documents, training materials, records and any other information or work products originated or created solely for County or Participating Agency, as applicable, through Contractor's work pursuant to this Agreement and any County or Participating Agency data whether provided by County or Participating Agency or otherwise accessible or generated by Contractor or the Solution, excluding the Work Product and Licensed Software provided by Contractor and related Documentation (collectively "County Materials"). Contractor, therefore, hereby assigns and transfers to County all of Contractor's right, title and interest in and to all such County Materials, provided that notwithstanding such County ownership, Contractor may retain possession of all working papers prepared by Contractor.

During and for a minimum of five (5) years subsequent to the term of this Agreement, Contractor shall retain all of Contractor's working papers prepared under this Agreement, including to the extent necessary the County Materials. County shall have the right to inspect any and all such working papers, make copies thereof and use the working papers and the information contained therein.

Contractor shall protect the security of and keep confidential all County Materials and shall use whatever security measures are reasonably necessary to protect all such County Materials from loss or damage by any cause, including fire and theft.

### **16.2 TRANSFER TO COUNTY**

Upon request of County, Contractor shall execute all documents requested by County and shall perform all other reasonable acts requested by County to assign and transfer to, and vest in, County or any Participating Agency, as applicable, all Contractor's right, title and interest in and to the County Materials, including, but not limited to, all copyright, patent and trade secret rights. County shall have the right to register all copyrights and patents in the name of County of Los Angeles. All material expense of effecting such assignment and transfer of

rights will be borne by County. Further, County and Participating Agencies shall have the right to assign, license or otherwise transfer any and all County's right, title and interest, including, but not limited to, copyrights and patents, in and to the County Materials.

#### 16.3 PROPRIETARY AND CONFIDENTIAL

Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "PROPRIETARY" or "CONFIDENTIAL", if applicable.

Notwithstanding any other provision of this Agreement, County shall not be obligated in any way under this Agreement for:

1. Any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by any State or Federal law or order of court; or
2. Any Contractor's proprietary and/or confidential materials not plainly and prominently marked with restrictive legends.

### 17 **DISCLOSURE OF AGREEMENT**

#### 17.1 DISCLOSURE

Contractor shall not disclose any terms or conditions of, or any circumstances or events that occur during the performance of, this Agreement to any person or entity except as may be otherwise provided herein or required by law. 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, to the extent allowed by law or such order, promptly 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 and Participating Agencies to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publicizing its role under this Agreement under the following conditions:

1. Contractor shall develop all publicity material in a professional manner.
2. During the Term of this Agreement, Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County's Project Director for each such item.

Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph 17 (Disclosure of Agreement) shall apply.



## 17.2 REQUIRED DISCLOSURE

Notwithstanding any other provision of this Agreement, either party may disclose information about the other that: (i) is lawfully in the public domain at the time of disclosure; (ii) is disclosed with the prior written approval of the party to which such information pertains; or (iii) is required by law to be disclosed.

## 18 **CONFIDENTIALITY AND SECURITY**

### 18.1 CONFIDENTIALITY

#### 18.1.1 Confidential Information

Each party shall protect, secure and keep confidential all records, materials, documents, data and/or other information, including, but not limited to, billing and sensitive financial information, County records, data and information, County materials, Solution data, Work Product, Application Software, personally identifiable and health information, and any other data, records and information, received, obtained and/or produced under the provisions of this Agreement (hereinafter “Confidential Information”), in accordance with the terms of this Agreement and all applicable Federal, State or local laws, regulations, ordinances and publicly available guidelines and directives relating to confidentiality. As used in this Agreement, the term “Confidential Information” shall also include records, materials, data and information deemed confidential by County or the applicable law under Paragraph 3.5 (Rules and Regulations). Each party shall use whatever appropriate security measures are necessary to protect such Confidential Information from loss, damage and/or unauthorized dissemination by any cause, including but not limited to fire and theft.

Contractor shall inform all of its officers, employees, agents and subcontractors providing Work hereunder of the confidentiality provisions of this Agreement. Contractor shall ensure that all of its officers, employees, agents and subcontractors performing Work hereunder have entered into confidentiality agreements no less protective of County than the terms of this Agreement, including this Paragraph 18 (Confidentiality and Security) and Exhibit G (Confidentiality and Assignment Agreement). Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to which Contractor discloses any of County's Confidential Information.

#### 18.1.2 Disclosure of Information

With respect to any of County's or any Participating Agency's Confidential Information or any other records, materials, data or information that is obtained by Contractor (hereinafter collectively for the purpose of this Paragraph 18.1.2 “information”), Contractor shall: (i) not use any such information for any purpose whatsoever other than carrying out the express terms of this Agreement; (ii) promptly transmit to County all requests for disclosure of any such information; (iii) not disclose, except as otherwise specifically permitted by this Agreement, any such information to any person or organization other than County without County's prior written authorization that the information is releasable; and (iv) at the expiration or termination of this Agreement, return all such information to County or maintain such information according to the written procedures provided or made available to Contractor by County for this purpose.

### 18.1.3 Indemnification

Notwithstanding any provision of this Agreement to the contrary, whether expressly or by implication, Contractor shall indemnify, defend and hold harmless County, Participating Agencies and their officers, employees, agents and volunteers from and against any and all loss, damage, liability and expense, including, but not limited to, defense costs and reasonable legal, accounting and other expert, consulting or professional fees, arising from, connected with or related to any failure by Contractor, its officers, employees, agents or subcontractors to comply with this Paragraph 18 (Confidentiality and Security), as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 18 (Confidentiality and Security) 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 make any admission, in each case, on behalf of County without County's prior written approval.

## 18.2 SECURITY

### 18.2.1 System Security

Notwithstanding anything to the contrary herein, Contractor shall provide all Work utilizing security technologies and techniques in accordance with the industry standards, Contractor's best practices and applicable County security policies, procedures and requirements provided by County to Contractor in writing as part of the RFP, this Agreement or otherwise as required by law, including those relating to the prevention and detection of fraud or other inappropriate use or access of systems and networks. Without limiting the generality of the foregoing, Contractor shall implement and use network management and maintenance applications and tools and fraud prevention and detection and encryption technologies and prevent the introduction of any Disabling Device into the Solution, as further specified in this Agreement and Schedule C.1 (Information Security Requirements) to Exhibit C (Service Level Agreement). In no event shall Contractor's actions or inaction result in any situation that is less secure than the security that Contractor then provides for its own systems and data.

### 18.2.2 Solution Data Security

Contractor hereby acknowledges the right of privacy of all persons whose information is stored in the Solution data or any other County data. Contractor shall protect, secure and keep confidential all Solution data in compliance with all Federal, State and local laws, rules, regulations, ordinances, guidelines and directives relating to confidentiality and information security, and Schedule C.1 (Information Security Requirements) to Exhibit C (Service Level Agreement), including any breach of the security of the Solution, such as any unauthorized acquisition of Solution data that compromises the security, confidentiality or integrity of personally identifiable information. Further, Contractor shall take all reasonable actions necessary or advisable to protect all Solution data in its possession, custody or control from loss or damage by any cause, including fire, theft or other catastrophe. In addition, if requested by County's Project Director, Contractor shall provide notification to all persons whose unencrypted personal information was, or is reasonably believed to have been, acquired by any unauthorized person, and the content, method and timing of such notification shall be subject to the prior approval of County's Project Director. Contractor shall not use Solution data for any purpose or reason other than to fulfill its obligations under this Agreement.

### 18.3 PROTECTION OF ELECTRONIC COUNTY INFORMATION – DATA ENCRYPTION

Contractor that electronically transmits or stores Personal Information (hereinafter “PI”), Protected Health Information (hereinafter “PHI”) and/or Medical Information (hereinafter “MI”) shall comply with the encryption standards set forth below and incorporated into this Agreement and all Amendments thereto (collectively, the “Encryption Standards”), as required by the Board of Supervisors Policy Number 5.200 (hereinafter “Policy”). For purposes of this Paragraph 18.3, “PI” is defined in California Civil Code Section 1798.29(g); “PHI” is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations; and “MI” is defined in California Civil Code Section 56.05(j).

#### 18.3.1 Encryption Standards – Stored Data

Contractor’s and subcontractors’ workstations and portable devices that are used to access, store, receive and/or transmit County PI, PHI or MI (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (e.g. software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 1: General (Revision 3); (c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

Contractor’s and subcontractors’ use of remote servers (e.g. cloud storage, Software-as-a-Service or SaaS) for storage of County PI, PHI and/or MI shall be subject to written pre-approval by the County’s Chief Executive Office.

#### 18.3.2 Encryption Standards – Transmitted Data

All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

#### 18.3.3 Definition References

1. As used in this Policy, the phrase “Personal Information” shall have the same meaning as set forth in subdivision (g) of California Civil Code section 1798.29.
2. As used in this Policy, the phrase “Protected Health Information” shall have the same meaning as set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and implementing regulations.
3. As used in this Policy, the phrase “Medical Information” shall have the same meaning as set forth in subdivision (j) of California Civil Code section 56.05.

#### 18.3.4 Compliance

By executing this Agreement, Contractor (on behalf of itself and any and all subcontractors including County-approved Subcontractors) certifies its compliance with the Policy and the data encryptions requirements specified in this Paragraph 18.3 (Protection of Electronic County Information – Data Encryption) as of the Effective Date of this Agreement, during the Term of this Agreement and for as long as Contractor (or any of its subcontractors) is in

possession of County PI, PHI and/or MI. Such certification shall be evidenced by submission of a completed and signed form set forth in Schedule C.2 (Compliance with Encryption Requirements) to Exhibit C (Service Level Agreement), prior to being awarded this Agreement by the County Board of Supervisors. In addition to the foregoing, Contractor shall maintain any validation or attestation reports that its or its County-approved Subcontractors' data encryption product(s) generate, and such reports shall be subject to audit in accordance with this Agreement. County requires that, if non-compliant, Contractor develop and execute a corrective action plan. Failure on the part of Contractor to comply with any of the provisions of this Paragraph 18.3 (Protection of Electronic County Information – Data Encryption) shall constitute a material breach of this Agreement, upon which County may terminate or suspend this Agreement, deny Contractor access to County IT resources and/or take such other actions as deemed necessary or appropriate by County.

#### 18.3.5 No Policy Exceptions

There are no exceptions to this Policy, except as expressly approved by the County Board of Supervisors.

#### 18.4 REMEDIES

Contractor acknowledges that a breach by Contractor of this Paragraph 18 (Confidentiality and Security) 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 18 (Confidentiality and Security) and at law and in equity, County shall have the right to seek injunctive relief to enforce the provisions of this Paragraph 18 (Confidentiality and Security). The provisions of this Paragraph 18 (Confidentiality and Security) shall survive the expiration of termination of this Agreement.

Contractor shall take all reasonable actions necessary or advisable to protect the Solution from loss or damage by any cause. Contractor shall bear the full risk of loss or damage to the Solution and any Solution data by any cause other than resulting from force majeure or County's sole fault.

### 19 **ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS**

Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

Contractor shall not assign its rights and/or delegate its duties under this Agreement, whether in whole or in part, without the prior written consent of County, and any attempted assignment and/or delegation without such consent shall be null and void. County may exercise or withhold consent in its sole discretion. No assignment and/or delegation shall be effective unless and until there is a duly-executed, written amendment to this Agreement. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against County.

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

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other than the majority controlling interest therein at the time of execution of this Agreement, such disposition is an assignment requiring the prior consent of County in accordance with the applicable provisions of this Agreement.

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 written approval shall be a material breach of this Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

## **20 TERMINATION FOR DEFAULT**

- 20.1 County may, by written notice to Contractor, terminate the whole or any part of this Agreement if:
1. 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 Project Plan or Project Schedule; or
  2. Contractor fails to demonstrate a high probability of timely fulfillment of the performance requirements under this Agreement; or
  3. Contractor fails to make progress as to endanger performance of this Agreement in accordance with its terms; or
  4. Contractor in performance of Work under this Agreement fails to comply with the requirements of this Agreement, including but not limited to Exhibit A (Statement of Work) and Exhibit C (Service Level Agreement); or
  5. Contractor fails to perform or comply with any other provisions of this Agreement or materially breaches this Agreement; and, unless a shorter cure period is expressly provided in this Agreement, 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, except that 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.
- 20.2 If, after County has given notice of termination under the provisions of this Paragraph 20 (Termination For Default), 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 21 (Termination for Convenience).
- 20.3 The rights and remedies of County provided in this Paragraph 20 (Termination For Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

## **21 TERMINATION FOR CONVENIENCE**

- 21.1 This Agreement may be terminated, in whole or in part, permanently or from time to time, when such action is deemed by County to be in its best interest. Termination of Work hereunder shall be effected by written notice of termination to Contractor specifying the

extent to which performance of work is terminated and the date upon which such termination becomes effective, which shall be no less than thirty calendar days after the notice is sent. In the event County has purported to terminate this Agreement for default by notice pursuant to Paragraph 20 (Termination for Default) and it has later been determined that Contractor was not in default, no additional notice shall be required upon such determination.

- 21.2 After receipt of a notice of termination, Contractor shall submit to County, in the form and with any certifications as may be prescribed by County, Contractor's termination claim and invoice. Such claim and invoice shall be submitted promptly in accordance with Paragraph 24 (Effect of Termination).

## **22 TERMINATION FOR IMPROPER CONSIDERATION**

- 22.1 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, Amendment or extension of the Agreement or the making of any determinations with respect to Contractor's performance pursuant to this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 22.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County's Auditor-Controller Employee Fraud Hotline at (213) 974 0914 or (800) 544 6861.
- 22.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

## **23 TERMINATION FOR INSOLVENCY**

- 23.1 County may terminate this Agreement, by written notice to Contractor, immediately at any time upon the occurrence of any of the following:
1. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay or has admitted in writing its inability 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 United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay its debts which are disputed in good faith and which are not related to this Agreement as determined by County;
  2. The filing of a voluntary or involuntary petition to have Contractor declared bankrupt, where the involuntary petition is not dismissed within sixty days;
  3. The appointment of a receiver or trustee for Contractor; or
  4. The execution by Contractor of an assignment for the benefit of creditors.
- 23.2 The rights and remedies of County provided in this Paragraph 23 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

- 23.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects this Agreement, County may elect to retain its rights under this Agreement, as provided under Section 365(n) of the United States Bankruptcy Code (11 United States Code, Section 365(n)). Upon written request of County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow County to exercise all of its rights and benefits under this Agreement including, without limitation, such Section 365(n) (including, without limitation, the right to continued use of all source and object code versions of the Application Software and related Documentation, and shall not interfere with the rights and benefits of County as provided therein. The foregoing shall survive the termination or expiration of this Agreement for any reason whatsoever.

## **24 EFFECT OF TERMINATION**

### **24.1 TERMINATION BY COUNTY**

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

1. Contractor and County shall continue the performance of this Agreement to the extent not terminated;
2. Contractor shall stop Work under this Agreement on the date and to the extent specified in such notice and provide to County all completed Work and Work in progress, in a media reasonably requested by County;
3. Contractor shall (a) promptly return to County any and all County's and Participating Agencies' Confidential Information, County Materials and any other County or Participating Agency data relating to that portion of the Agreement and Work terminated by County, and (b) destroy all such Confidential Information, County Materials and other County data as required in and in accordance with the provisions of Schedule C.1 (Information Security Requirements) to Exhibit C (Service Level Agreement);
4. County shall pay Contractor all monies due, upon receiving Contractor's invoice(s), in accordance with the terms of this Agreement only for the Work completed and accepted by County pursuant to Attachment A.1 (Deliverable Acceptance Process) to Exhibit A (Statement of Work). Contractor shall not invoice County for, nor have any claim against County for any Work in progress; up to the time of termination;
5. Contractor shall return to County all monies paid by County, yet unearned by Contractor, including any prorated prepaid Service Fees calculated depending on the date of termination, if applicable;
6. Upon termination by County for default pursuant to Paragraph 20 (Termination for Default) or for insolvency pursuant to Paragraph 23 (Termination for Insolvency), 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
7. Contractor understands and agrees that County and Participating Agencies have obligations that they cannot satisfy without use of the Solution provided to County hereunder or an equivalent solution, and that a failure to satisfy such obligations could result in irreparable damage to County, Participating Agencies and the entities they

serve. Therefore, Contractor agrees that in the event of any termination of this Agreement, Contractor shall fully cooperate with County in the transition of County to a new solution, toward the end that there be no interruption of County's or Participating Agencies' day-to-day operations due to the unavailability of the Solution during such transition. Upon written notice to Contractor, Contractor shall allow County, Participating Agencies, or a County-selected contractor a transition period, the length of which shall be determined solely by the County, in consultation with County's selected contractor, for the orderly turnover of Contractor's Agreement activities and responsibilities, without additional cost to County or Participating Agencies.

## **24.2 TERMINATION TRANSITION SERVICES**

Contractor shall assist the County and Participating Agencies in transitioning from the Solution by providing Transition Services, as provided below.

- 24.2.1 Upon the expiration or termination of this Agreement, County may require Contractor to provide Services in the form of Optional Work to assist County to transition System operations from Contractor to County or County's designated third party ("Transition Services"). Upon County's request for Transition Services where termination is not pursuant to any breach of Contractor or for insolvency of Contractor, County and Contractor agree to negotiate in good faith the scope of work and the price for such Transition Services.
- 24.2.2 Contractor agrees that in the event that County terminates this Agreement for any breach by Contractor or for insolvency of Contractor, Contractor shall perform all Transition Services as required by County and/or Participating Agencies at no cost to County or such Participating Agency. Contractor shall provide County with all of the Transition Services as provided in this Paragraph 24.2 (Termination Transition Services).
- 24.2.3 The duty of Contractor to provide such Transition Services shall be conditioned on County and Participating Agencies continuing to comply with its obligations under this Agreement, including payment of all applicable fees. Contractor shall have no right to withhold or limit its performance of such Transition Services on the basis of any alleged breach of this Agreement by County, other than a failure by County to timely pay Contractor the invoiced amounts due and payable hereunder.
- 24.2.4 County shall have the right to seek specific performance of this Paragraph 24.2 (Termination Transition Services) in any court of competent jurisdiction and Contractor hereby waives any defense that damages are an adequate remedy. Compliance with this 24.2 (Termination Transition Services) by either party shall not constitute a waiver or estoppel with regard to any rights or remedies available to the parties. In the event of termination for default based on a breach by Contractor, the value of Transition Services provided to County, based on the most recent prices applicable under this Agreement to similar services, will be applied in mitigation of any damages that may be awarded.

## **25 INDEPENDENT CONTRACTOR STATUS**

- 25.1 This Agreement is not intended to, 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 are not and shall not be, or construed to be, the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent Contractor.
- 25.2 Contractor shall be solely liable and responsible for providing all workers' compensation insurance and benefits, liability insurance, employer taxes, compensation and benefits to, or

*AGREEMENT*



on behalf of, all persons performing Work pursuant to this Agreement. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, payroll taxes, disability insurance or benefits, or Federal, State or local taxes, or other compensation, benefits or taxes for any personnel provided by or performing Work on behalf of Contractor.

- 25.3 The employees and agents of Contractor shall, while on the premises of County, comply with all rules and regulations of the premises, including, but not limited to, security requirements.
- 25.4 Notwithstanding the provisions of this Paragraph 25 (Independent Contractor Status), the employees and agents of Contractor shall, while on the premises of County, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

## **26 SUBCONTRACTING**

- 26.1 County has relied, in entering into this Agreement, on the reputation of and on obtaining the personal performance of Contractor, specifically, Contractor's Key Staff. The requirements of this Contract may not be subcontracted by the Contractor without the advance approval of the County. Any attempt by Contractor to subcontract any performance of this Agreement without prior approval shall be null and void and shall be deemed a material breach of this Agreement, upon which County may immediately terminate this Agreement.
- 26.2 In the event Contractor subcontracts any portion of its performance of this Agreement by the Contractor's Key Staff, Contractor shall provide to County, in writing, a notice regarding such subcontract, which shall include:
1. The reasons for the particular subcontract;
  2. Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected;
  3. A detailed description of the Work to be provided by the proposed subcontractor;
  4. Confidentiality provisions applicable to the proposed subcontractor's officers, employees and agents, which would be incorporated into the subcontract;
  5. Required County forms including (i) Exhibit F (Contractor's EEO Certification), (ii) Exhibit G (Confidentiality and Assignment Agreement) (iii) Exhibit I (Safely Surrendered Baby Law), and (iii) any other standard County required provisions;
  6. A representation from Contractor that:
    - a. the proposed subcontractor is qualified to provide the Work for which subcontractor is being hired;
    - b. either the proposed subcontractor maintains the insurance required by this Agreement or Contractor has procured and maintains such insurance coverage for the proposed subcontractor;
    - c. either the proposed subcontractor or Contractor shall be solely liable and responsible for any and all of subcontractor's taxes, payments and compensation, including compensation to its employees, related to the performance of Work under this Agreement; and
    - d. either the proposed subcontractor or Contractor shall provide for indemnification of County under the same terms and conditions as the indemnification provisions

of this Agreement, including those specified in Paragraphs 13 (Indemnification) and 15 (Intellectual Property Warranty and Indemnification); and

7. Other pertinent information and/or certifications reasonably requested by County.

- 26.3 County will review Contractor's request to subcontract and determine on a case-by-case basis whether or not to consent to such request, which consent shall not be unreasonably withheld.
- 26.4 Notwithstanding any provision of this Agreement to the contrary, whether expressly or by implication, Contractor shall indemnify, defend and hold harmless County, Participating Agencies and their officers, employees and agents, from and against any and all claims, demands, liabilities, damages, costs and expenses, including, but not limited to, defense costs and legal, accounting or other expert consulting or professional fees in any way arising from or related to Contractor's use of any subcontractor, including, without limitation, any officers, employees or agents of any subcontractor, in the same manner as required for Contractor, its officers, employees and agents, under this Agreement.
- 26.5 Notwithstanding any other provision of this Paragraph 26 (Subcontracting), Contractor shall remain fully responsible for any and all performance required of it under this Agreement, including those which Contractor has determined to subcontract, including, but not limited to, the obligation to properly supervise, coordinate and provide all Work required under this Agreement. All subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County or any Participating Agency. Furthermore, subcontracting of any Work under this Agreement shall not be construed to limit, in any way, Contractor's performance, obligations or responsibilities to County or limit, in any way, any of County's rights or remedies contained in this Agreement.
- 26.6 Subcontracting of any Work performed by the Contractor's Key Staff under this Agreement shall not waive County's right to prior and continuing approval of any or all such Contractor's Key Staff pursuant to the provisions of Paragraph 3.2 (Approval of Contractor's Staff), including any subcontracted members of the Contractor's Key Staff. Contractor shall notify its subcontractors of this County's right prior to subcontractors commencing performance under this Agreement.
- 26.7 Notwithstanding subcontracting by Contractor of any Work under this Agreement, Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors, and their officers, employees, agents, and successors in interest, for any Services performed by subcontractors under this Agreement.
- 26.8 In the event that County consents to any subcontracting, such consent shall apply to each particular subcontract only and shall not be, or be construed to be, a waiver of this Paragraph 26 (Subcontracting) or a blanket consent to any further subcontracting.

## **27 RISK OF LOSS**

Contractor shall bear the full risk of loss due to total or partial destruction of any Software products loaded on CDs or other computer media, until such items are delivered to and accepted in writing by County as evidenced by County's signature on delivery documents.

## **28 MOST FAVORED PUBLIC ENTITY**

- 28.1 If Contractor's prices decline, or should Contractor, at any time during the term of this Agreement, provide similar software, service levels, software models, components, goods or Services under similar delivery conditions to the State of California or any county, municipality or district of the State or to any other state, county or municipality at prices

below those set forth in this Agreement, then such lower prices shall be immediately extended to County. County shall have the right, at County's expense, to utilize a County auditor or an independent auditor to verify Contractor's compliance with this Paragraph 28 (Most Favored Public Entity) by review of Contractor's books and records.

## **29 RECORDS AND AUDITS**

- 29.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. 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 records relating to this Agreement to the extent allowed by law. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor during the term of this Agreement 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, Contractor shall make the necessary arrangements at its own cost and expense to have such material made available to the County within County's borders.
- 29.2 In the event that an audit is conducted of Contractor specifically regarding this Agreement 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 Agreement. County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 29.3 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 29 (Records and Audits) shall constitute a breach of this Agreement upon which County may terminate or suspend this Agreement under the terms of Paragraph 20 (Termination for Default).
- 29.4 If, at any time during the Term of this Agreement or within five years after the expiration or termination of this Agreement, representatives of County conduct an audit of the Contractor regarding the work performed under this Agreement, and if such audit finds that County's dollar liability for any such work is less than payments made by County to the Contractor, 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, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by 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 Agreement exceed the funds appropriated by County for the purpose of this Agreement.

## **30 COUNTY'S QUALITY ASSURANCE PLAN**

County, or its agent, will monitor Contractor's performance under this Agreement on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Agreement terms and conditions. Contractor deficiencies, which County determines are severe or continuing and that may place performance of this Agreement in jeopardy, if not corrected, will be reported to the County's Board of Supervisors and listed in the appropriate

Contractor performance database. The report to the Board will include improvements and/or corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures within thirty days of County's notice of Contractor deficiencies, County may, at its sole option, terminate this Agreement, in whole or in part, pursuant to Paragraph 20 (Termination for Default) or Paragraph 21 (Termination for Convenience), or impose other penalties as specified in this Agreement.

### **31 CONFLICT OF INTEREST**

- 31.1 No County employee whose position with County enables such employee to influence the award of this Agreement or any competing agreements shall be employed in any capacity by Contractor or have any other direct financial interest in this Agreement. No officer or employee of Contractor, who may financially benefit from the performance of Work hereunder, shall in any way participate in County's approval or ongoing evaluation of such Work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.
- 31.2 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 Agreement. Contractor warrants that it is not now aware of any facts which do create an unlawful conflict of interest for Contractor. If a party hereafter becomes aware of any facts, which might reasonably be expected to create an unlawful conflict of interest for it, 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.

### **32 COMPLIANCE WITH APPLICABLE LAWS**

- 32.1 In the performance of this Agreement, Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.
- 32.2 Contractor shall indemnify, defend and hold harmless County, Participating Agencies and their elected and appointed officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 32 (Compliance With Applicable Laws) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

- 32.3 Contractor certifies and agrees that it fully complies with all applicable requirements of the Program regulations, as well as rules, ordinances, court rules, municipal laws, directives and policies issued pursuant to the enabling statute(s) and/or State or Federal regulation or law applicable to the Work and Contractor's County-approved Subcontractors' provision thereof. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code), the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871) and compliance with Section 306 of the Clean Air Act (42 USC 1857[h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Contractor shall be responsible for any relevant changes in the law, including but not limited to, rules, ordinances, court rules, municipal laws, directives and policies issued pursuant to the enabling statute(s) and/or State or Federal regulation or law. Contractor shall also comply with all applicable ordinances, rules, policies, directives, and procedures issued or adopted by County applicable to the Work and Contractor's County-approved Subcontractors' provision thereof for which Contractor is provided actual or constructive notice. County reserves the right to review Contractor's procedures to ensure compliance with the statutes, ordinances, regulations, rules, rulings, policies and procedures of the State and the Federal government, as applicable.
- 32.4 Failure by Contractor to comply with such laws and regulations shall be material breach of this Agreement and may result in termination of this Agreement.

### **33 FAIR LABOR STANDARDS**

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its elected and appointed officers, and employees from any and all third party liability for, wages, overtime pay, liquidated damages, penalties, court costs and attorneys' fees arising from acts engaged in by Contractor in violation of applicable wage and hour laws in the State of California and in the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable, provided that County: (i) promptly notifies Contractor in writing of the claim; and (ii) allows Contractor to control, and cooperate with Contractor in, the defense and any related settlement negotiations.

### **34 COMPLIANCE WITH CIVIL RIGHTS LAWS**

- 34.1 Contractor herein certifies and agrees, and will re-certify upon County request no more frequently than once per year, that all persons employed by it, its affiliates, subsidiaries and holding companies will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental handicap, marital status or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 34.2 Contractor shall, pursuant to Los Angeles County Code Section 4.32, certify to and comply with the provisions of Exhibit D (Contractor's EEO Certification).
- 34.3 Contractor shall ensure that applicants and employees are treated equally 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 herein certifies and agrees, and will re-certify upon County request no more frequently than once per year, 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, except to the extent necessary to comply with applicable Federal and State anti-discrimination laws and regulations.
- 34.5 Contractor herein certifies, and will re-certify upon County request no more frequently than once per year, that it, its affiliates, subsidiaries and holding companies are in compliance with all Federal, State, and local laws including, but not limited to:
1. Title VII, Civil Rights Act of 1964;
  2. Section 504, Rehabilitation Act of 1973;
  3. Age Discrimination Act of 1975;
  4. Title IX, Education Amendments of 1973, as applicable; and
  5. Title 43, Part 17, Code of Federal Regulations, Subparts A & B,
- and that no person shall, on the grounds of race, creed, color, national origin, political affiliation, marital status, sex, age, or disability, be subject to discrimination as to any privileges or uses gained under this Agreement or under any project, program or activity supported by this Agreement.
- 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 (Compliance With Civil Rights Laws) when so requested by County.
- 34.7 If County finds that any of the provisions of this Paragraph 34 (Compliance With Civil Rights Laws) have been violated, such violation shall, at the election of County, constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement at County's option, either for material breach under Paragraph 20 (Termination for Default) of this Agreement or for convenience under Paragraph 21 (Termination for Convenience) of this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.
- 34.8 The parties agree that in the event Contractor is found to have violated the anti-discrimination provisions of this Agreement, and that such discrimination was directly associated with the performance of Services provided under this Agreement, County may require, pursuant to Los Angeles County Code Section 4.32.010 (E), that Contractor pay the sum of Five hundred Dollars for each such violation, in lieu of termination or suspension hereof, as liquidated damages are extremely difficult to ascertain or calculate precisely. In the alternative, County may elect to terminate this Agreement pursuant to Paragraph 20 (Termination for Default).

## **35 RESTRICTIONS ON LOBBYING**

### **35.1 FEDERAL FUNDS PROJECTS**

If any Federal funds are to be used to pay for any portion of Contractor's Work under this Agreement, County shall notify Contractor in writing in advance of such payment and Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all applicable certification and disclosure requirements.

### **35.2 LOBBYIST ORDINANCE**

Contractor, and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which County may immediately terminate or suspend this Agreement at County's option, either for material breach under Paragraph 20 (Termination for Default) of this Agreement or for convenience under Paragraph 21 (Termination for Convenience) of this Agreement.

## **36 EMPLOYMENT ELIGIBILITY VERIFICATION**

- 36.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding employment of aliens and others and that all its employees performing Services under this Agreement meet the citizenship or alien status requirements contained in Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603).
- 36.2 Contractor shall obtain from all employees performing under this Agreement all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for the period prescribed by law.
- 36.3 Contractor shall indemnify, defend, and hold harmless County, Participating Agencies and their officers, employees, agents and volunteers from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees, arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Work under this Agreement.

## **37 CONTRACT HIRING**

### **37.1 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS**

Should Contractor require additional or replacement personnel after the Effective Date of this Agreement to perform the Work set forth herein, Contractor shall give first consideration for such employment openings to 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 Agreement.

37.2 **CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT**

Should Contractor require additional or replacement personnel after the Effective Date, 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 Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN participants by job category to Contractor. Contractor shall report all job openings with job requirements to: [GAINGROW@DPSS.LACOUNTY.GOV](mailto:GAINGROW@DPSS.LACOUNTY.GOV) and [BSERVICES@WDACS.LACOUNTY.GOV](mailto:BSERVICES@WDACS.LACOUNTY.GOV) and DPSS will refer GAIN/GROW job candidates.

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

37.3 **PROHIBITION AGAINST INDUCEMENT AND PERSUASION**

Contractor and County agree that, during the Term of this Agreement 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. Notwithstanding the foregoing, such prohibition shall not apply to any hiring action initiated through a public announcement.

**38 FEDERAL EARNED INCOME CREDIT**

If required by applicable law, Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided, in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

**39 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

39.1 **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 this Agreement. It is County's policy to conduct business only with responsible Contractors.

39.2 **CHAPTER 2.202**

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

39.3 **NON-RESPONSIBLE CONTRACTOR**

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

#### 39.4 CONTRACTOR HEARING BOARD

- 39.4.1 If there is evidence that Contractor may be subject to debarment, County's Project Director, or his/her designee, 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 County's Contractor Hearing Board.
- 39.4.2 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, the Contractor Hearing Board will 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, County's Project Director, or his/her designee, and County's departments shall be provided with an opportunity to object to the tentative proposed decision prior to its presentation to County's Board of Supervisors.
- 39.4.3 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 County's 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.
- 39.4.4 If Contractor has been debarred for a period longer than five years, then 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 such 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.
- 39.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where (i) the requesting 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.
- 39.4.6 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 County's Board of Supervisors. County's Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

39.5 **SUBCONTRACTORS OF CONTRACTOR**

The terms and procedures of this Paragraph 39 (Contractor Responsibility and Debarment) shall also apply to subcontractors, consultants and partners of Contractor performing Work under this Agreement.

**40 FEDERAL ACCESS TO RECORDS**

If, and to the extent that Section 1861(v)(1)(I) of the Social Security Act (42 United States Code Section 1395x(v)(1)(i) is applicable, Contractor agrees that for a period of four years following the furnishing of Services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States or to any of their authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contractor carries out any of the services described in 42 United States Code Section 1395 through any subcontract with a value or cost of Ten Thousand Dollars or more over a twelve month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

**41 REQUIRED CERTIFICATIONS**

Contractor shall obtain and maintain in effect during the Term of this Agreement all licenses, permits, registrations, accreditations and certificates required by all Federal, State, and local laws, ordinances, rules, regulations, guidelines and directives, which are applicable to Contractor's provision of the Services under this Agreement. Contractor shall further ensure that all of its officers, employees, agents and subcontractors who perform Services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation and certificate required by all applicable Federal, State, and local laws, ordinances, rules, regulations, guidelines and directives shall be provided, if required by law, in duplicate, to County's Project Manager at the address set forth in Exhibit E (County Administration).

**42 NO THIRD PARTY BENEFICIARIES**

Notwithstanding any other provision of this Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement, except that this provision shall not be construed to diminish Contractor's indemnification obligations hereunder.

**43 CONTRACTOR PERFORMANCE DURING CIVIL UNREST AND DISASTER**

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

#### **44 WARRANTY AGAINST CONTINGENT FEES**

- 44.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
- 44.2 For breach of this warranty, County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the fees owed, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### **45 SAFELY SURRENDERED BABY LAW**

45.1 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

As required by applicable 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 Surrender 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 Agreement. Additional information is available at <http://babysafela.org>.

45.2 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO 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 Exhibit I (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 <http://babysafela.org>.

#### **46 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM**

46.1 JURY SERVICE PROGRAM

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

46.2 WRITTEN EMPLOYEE JURY SERVICE POLICY

- 46.2.1 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 (as defined in Paragraph 46.2.2 below) 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.

- 46.2.2 For purposes of this Paragraph 46 (Compliance with County's Jury Service Program), "Contractor" means a person, partnership, corporation or other entity which has an agreement with County or a subcontract with Contractor and has received or will receive an aggregate

sum of \$50,000 or more in any twelve month period under one or more County agreements or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full Time" means forty hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a longstanding practice that defines the lesser number of hours as fulltime. Fulltime employees providing short term, temporary services of ninety days or less within a twelve month period are not considered fulltime for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform Services for County under this agreement, the subcontractor shall also be subject to the provisions of this Paragraph 46 (Compliance with County's Jury Service Program). The provisions of this Paragraph 46 (Compliance with County's Jury Service Program) shall be inserted into any such subcontract and a copy of the Jury Service Program shall be attached to this Agreement.

- 46.2.3 If Contractor is not required to comply with the Jury Service Program when this Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the 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 this Agreement 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.
- 46.2.4 Contractor's violation of this Paragraph 46 (Compliance with County's Jury Service Program) of this Agreement may constitute a material breach of this Agreement. In the event of such material breach, County may, in its sole discretion, terminate this Agreement with Contractor and/or bar Contractor from the award of future County agreements for a period of time consistent with the seriousness of the breach.

#### **47 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

- 47.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County agreements 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.
- 47.2 As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of State and Federal law, Contractor warrants that to the best of its knowledge it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653(a)) and California Unemployment Insurance Code Section 1088.5, and shall, implement all lawfully served Wage and Earnings Withholding Orders or County's Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**48      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 47 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety days of notice by County's Child Support Services Department shall be grounds upon which the Auditor-Controller or County's Board of Supervisors may terminate this Agreement pursuant to Paragraph 20 (Termination for Default) and pursue debarment of Contractor pursuant to Paragraph 39 (Contractor Responsibility and Debarment).

**49      DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

**49.1      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 who 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 Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

**49.2      TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH  
COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 49.1 (Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ten days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor pursuant to County Code Chapter 2.206.

**50      COUNTY AUDIT SETTLEMENTS**

50.1      If, at any time during or after the Term of this Agreement, representatives of County conduct an audit of Contractor regarding the Work performed under this Agreement, and if such audit reasonably and accurately find that County's dollar liability for such work is less than payments made by County to Contractor, then the difference, together with County's reasonable costs of audit, shall be either repaid by Contractor to County by cash payment upon demand or deducted from any amounts due to Contractor from County, as determined by County. If such audit finds County's dollar liability for such Work is more than payments made by County to Contractor, then the difference shall be repaid to Contractor by cash payment.

**51      DISPUTE RESOLUTION PROCEDURE**

51.1      Contractor and County agree to act immediately to mutually resolve any disputes which may arise with respect to this Agreement. All such disputes shall be subject to the provisions of this Paragraph 51 (Dispute Resolution Procedure) (such provisions shall be collectively

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referred to as the “Dispute Resolution Procedure”). Time is of the essence in the resolution of disputes.

- 51.2 Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder.
- 51.3 Neither party shall delay or suspend its performance during the Dispute Resolution Procedure.
- 51.4 In the event of any dispute between the parties with respect to this Agreement, Contractor and County shall submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
- 51.5 In the event that the Project Managers are unable to resolve the dispute within a reasonable time not to exceed ten days from the date of submission of the dispute to them, then the matter shall be immediately submitted to the parties’ respective Project Directors for further consideration and discussion to attempt to resolve the dispute.
- 51.6 In the event that the Project Directors are unable to resolve the dispute within a reasonable time not to exceed ten days from the date of submission of the dispute to them, then the matter shall be immediately submitted to Contractor’s chief operating officer or designee, and the Department’s chief information officer. These persons shall have ten days to attempt to resolve the dispute.
- 51.7 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under this Agreement and/or its rights and remedies as provided by law.
- 51.8 All disputes utilizing this Dispute Resolution Procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in this Paragraph 51 (Dispute Resolution Procedure), the efforts to resolve a dispute shall be undertaken by conference between the parties’ respective representatives, either orally, by face to face meeting or by telephone, or in writing by exchange of correspondence.
- 51.9 Notwithstanding the foregoing, in the event of County’s infringement of Contractor’s intellectual property rights under this Agreement or violation by either party of the confidentiality obligations hereunder, the violated party shall have the right to seek injunctive relief against the other without waiting for the outcome of the Dispute Resolution Procedure.
- 51.10 Notwithstanding any other provision of this Agreement, County’s right to seek injunctive relief to enforce the provisions of Paragraph 18 (Confidentiality and Security) shall not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County’s rights and shall not be deemed to impair any claims that County may have against Contractor or County’s rights to assert such claims after any such injunctive relief has been obtained.

## **52 ASSIGNMENT BY COUNTY**

This Agreement may be assigned in whole or in part by County, without the further consent of Contractor, to a party which is not a competitor of Contractor and which agrees in writing to perform County’s obligations under this Agreement.

## **53 NEW TECHNOLOGY**

Contractor and County acknowledge the probability that the technology of the software and hardware which comprise the System will change and improve during the term of this

Agreement. County desires the flexibility to incorporate into the System any new technologies as they may become available. Accordingly, Contractor's Project Manager shall, promptly upon discovery and on a continuing basis, apprise County's Project Director of all new technologies, methodologies and techniques which Contractor considers to be applicable to the System. Specifically, upon County's request, Contractor shall provide, in writing, a description of such new technologies, methodologies and techniques, indicating the advantages and disadvantages of incorporating same into the System, and provide an estimate of the impact such incorporation will have on the performance, scheduling and price of the System. County, at its sole discretion, may request that this Agreement be amended to incorporate the new technologies, methodologies and techniques into the System.

#### **54 NON-DISCRIMINATION IN SERVICES**

- 54.1 Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in accordance with all applicable requirements of Federal and State law. For the purpose of this Paragraph 54 (Non-Discrimination In Services), discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility, providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.
- 54.2 Contractor shall ensure that recipients of Services under this Agreement are provided Services without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap.

#### **55 UNLAWFUL SOLICITATION**

Contractor shall inform all of its employees who provide Services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of California Business and Professions Code (e.g., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees.

#### **56 GOVERNING LAW, JURISDICTION AND VENUE**

This Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California applicable to agreements made and to be performed within the State. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California. For claims that are subject to exclusive Federal subject matter jurisdiction, Contractor agrees and consents to the exclusive jurisdiction of the Federal District Court of the Central District of California.

## **57 WAIVER**

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

## **58 AUTHORIZATION WARRANTY**

Contractor and County represent and warrant that the person executing this Agreement or any Amendment thereto, on its behalf is an authorized agent who has actual authority to bind it to each and every term, condition and obligation of this Agreement, and that all requirements of Contractor and County have been fulfilled to provide such actual authority.

## **59 VALIDITY AND SEVERABILITY**

### **59.1 VALIDITY**

The invalidity of any provision of this Agreement shall not render the other provisions hereof invalid, unenforceable or illegal, unless the essential purposes of this Agreement shall be materially impaired thereby.

### **59.2 SEVERABILITY**

In the event that any provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement, if practicable, and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid in its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law. If any provision of this Agreement is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective.

## **60 NOTICES**

60.1 All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (i) by hand with signed receipt; (ii) by first class registered or certified mail, postage prepaid; or (iii) by facsimile or electronic mail transmission followed within twenty-four hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid. Notices shall be deemed given at the time of signed receipt in the case of hand delivery, three days after deposit in the United States mail as set forth above, or on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing. Addresses may be changed by either party by giving ten days prior written notice thereof to the other party.

60.2 To County, notices shall be sent to the attention of County's Project Manager and County's Project Director at the respective addresses specified in Exhibit E (County Administration).

To Contractor, notices shall be sent to the attention of Contractor's Project Manager at the address specified in Exhibit F (Contractor Administration), with a copy to Contractor's Project Director.



- 60.3 Each party may change the names of the people designated to receive notices pursuant to this Paragraph 60 by giving written notice of the change to the other party, subject to County's right of approval in accordance with Paragraph 3.2 (Approval of Contractor's Staff).

## **61 ARM'S LENGTH NEGOTIATIONS**

This Agreement is the product of arm's length negotiations between Contractor and County, with each party having had the opportunity to receive advice from and representation by independent counsel of its own choosing. As such, the parties agree that this Agreement is to be interpreted fairly as between them and is not to be strictly construed against either as the drafter or otherwise.

## **62 NON-EXCLUSIVITY**

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

## **63 CAPTIONS AND PARAGRAPH HEADINGS**

Captions and Paragraph headings used in this Agreement are for convenience only, are not a part of this Agreement, and shall not be used in construing this Agreement. If there is a conflict when referencing a Paragraph in this Agreement, between the Paragraph heading title and its number, the Paragraph heading title shall control.

## **64 FORCE MAJEURE**

Neither party shall be liable for failure to perform under this Agreement, if its failure to perform arises out of, and only, fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, freight embargoes or acts of terrorism, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of the non-performing party.

## **65 FORMS AND PROCEDURES**

All existing forms and procedures used by Contractor in implementation of the provisions of this Agreement are deemed "approved" by County for purposes of this Paragraph 65 (Forms and Procedures). Any new forms and procedures which materially affect Contractor's performance of this Agreement shall be subject to review and approval by County prior to use by Contractor.

## **66 DAMAGE TO COUNTY FACILITIES, BUILDINGS AND GROUNDS**

- 66.1 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.
- 66.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand or, without limitation of all County's other rights and remedies provided by law or under this Agreement, County may deduct such costs from any amounts due Contractor from County under this Agreement.

**67 MINIMUM AGE, LANGUAGE SKILLS AND LEGAL STATUS OF CONTRACTOR PERSONNEL AT FACILITY**

Contractor cannot assign employees under the age of eighteen to perform Work under this Agreement. All of Contractor's employees, subcontractors and agents working at County facilities must be able to communicate in both spoken and written English. Contractor's employees must be United State citizens or legally present and permitted to work in the United States.

**68 NOTICE OF DELAYS**

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

**69 RE-SOLICITATION OF BIDS AND PROPOSALS**

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

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

**70 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF AGREEMENT**

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any Services provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for Services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. The provisions of this Paragraph 70 (No Payment For Services Provided Following Expiration Or Termination Of Agreement) shall survive the expiration or other termination of this Agreement.

**71 ACCESS TO COUNTY FACILITIES**

Contractor, its employees and agents, may be granted access to County and Participating Agency facilities, subject to Contractor's prior notification to County's Project Manager, for the purpose of executing Contractor's obligations hereunder. Access to County and Participating Agency facilities shall be restricted to normal business hours, 8:00 a.m. until 5:00 p.m., Pacific Time, Monday through Friday, County observed holidays excepted. Access to County and Participating Agency facilities outside of normal business hours must be approved in writing in advance by County's Project Manager, which approval will not be unreasonably withheld. Contractor shall have no tenancy, or any other property or other rights, in County and Participating Agency facilities. While present at County and

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

**72 COUNTY FACILITY OFFICE SPACE**

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

**73 PHYSICAL ALTERATIONS**

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

**74 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE**

Contractor shall use reasonable efforts to ensure that no employee of Contractor shall perform Services hereunder while under the influence of any alcoholic beverage, medication, narcotic or other substance which might impair his or her physical or mental performance.

**75 RECYCLED PAPER**

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

**76 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.

**77 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES**

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this Paragraph of this Agreement may constitute a material breach of this Agreement. In the event of such material breach, County may, in its sole discretion, terminate this Agreement.

**78 COMPLIANCE WITH THE COUNTY POLICY OF EQUITY**

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.lacounty.gov/>). 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. Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of 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 Contractor to termination of contractual agreements and civil liability.

## **79 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE ON HUMAN TRAFFICKING**

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

If Contractor or member of Contractor's staff is convicted of a human trafficking offense, County shall require that Contractor or member of Contractor's staff be removed immediately from performing any Work under this Agreement. 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 77 shall not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Agreement.

## **80 SURVIVAL**

In addition to any provisions in this Agreement which specifically state that they shall survive the termination or expiration of the Agreement, the provisions in the following Paragraphs shall also survive the expiration or termination of this Agreement for any reason:

- 5.4 Approval of Work
- 9.5 County's Right to Withhold Payment
- 10 Ownership and License
- 12 Representations and Warranties
- 13 Indemnification
- 14 Insurance
- 15 Intellectual Property Warranty and Indemnification
- 16 Proprietary Considerations
- 17 Disclosure of Agreement
- 18 Confidentiality and Security
- 24 Effect of Termination
- 29 Records and Audits
- 32 Compliance with Applicable Laws
- 33 Fair Labor Standards
- 36 Employment Eligibility Verification
- 40 Federal Access to Records
- 42 No Third Party Beneficiaries
- 50 County Audit Settlements

56	Governing Law, Jurisdiction and Venue
59	Validity and Severability

IN WITNESS WHEREOF, County and Contractor by their duly authorized signatures have caused this Agreement to be effective on the day, month and year first above written.

**DATAWORKS PLUS, LLC**

By \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**COUNTY OF LOS ANGELES**

By \_\_\_\_\_

Chair, Board of Supervisors

ATTEST:

CELIA ZAVALA

Executive Officer-Clerk  
of the Board of Supervisors

By \_\_\_\_\_

Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM

County Counsel

By \_\_\_\_\_

CAMMY C. DUPONT

Principal Deputy County Counsel

**EXHIBIT A**

**STATEMENT OF WORK**

**FOR**

**CRIMINAL BOOKING SYSTEM (CBS) SOLUTION**

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# 1. General

## 1.1 Introduction

The Los Angeles County Sheriff's Department ("Department") intends to procure via an open and competitive solicitation, a Criminal Booking System ("CBS") solution ("CBS Solution" or "Solution") which includes:

- Replacing its existing Livescan equipment and software, and central server functionality;
- Interfacing to both internal and external Department systems;
- Providing field booking capabilities from a web browser, on a secured network, which County is calling an Automated Booking Segment Module ("ABSM"); and
- Ability to operate on Department's PAC50 Network.

The Solution software must be based on a Contractor's Commercial Off-the-Shelf ("COTS") software product, and not be custom-developed for Department.

The Department's Los Angeles County Regional Identification System Unit's ("LACRIS") objective is providing and supporting criminal biometric identity solutions within Los Angeles County, including all Department locations as well as all participating law enforcement agencies (also, "Participating Agencies") in Los Angeles County.

## 1.2 Background

The Los Angeles County Sheriff's Department ("Department") is a law enforcement agency which serves Los Angeles County, California – an area totaling approximately 4,084 square miles with a population of almost 10 million people (2010 U.S. Census). It is the largest Sheriff's Department in the world, with approximately 18,000 employees. Department provides general law enforcement services to 40 contract cities, 90 unincorporated communities, 216 facilities, hospitals, and clinics located throughout the County, nine community colleges, the Metropolitan Transit Authority and 47 Superior Courts. Additionally, Department is responsible for securing approximately 18,000 inmates daily in 7 custody facilities which include provision of food and medical treatment.

Presently, LACRIS and the current Livescan vendor supports 167 Livescan devices and 144 printers at 118 different Participating Agency locations. These Livescan devices however are over 9 years old and nearing their technology end of life. Currently, the County performs 360,000 bookings per year, from all its Participating Agencies, and anticipates a one percent volume increase per year. Department is currently implementing a web-based Automated Booking System ("ABS") so that its deputies can begin a subject's booking entry in the field. The Department's ABS is comparable to a COTS Field Based Reporting System (FBRS). ABS however includes less FBRS functionality; only that used in booking a subject, then integrating that associated data with a Livescan system.

ABS was developed and is being maintained by a vendor (other than the existing Livescan vendor), to support only the Department's stations, and currently interfaces with the Livescan system.

Since preliminary field bookings are closely associated to the more prevalent Livescan device bookings at the Participating Agency locations, the Solution will combine both functionalities. The Solution Requirements includes, as part of the complete Solution, an Automated Booking Segment Module ("ABSM") component. The ABSM will be browser-based, available from any computer device that has internet connectivity from a secure network, and is fully integrated with the Livescan software and CBS Solution.

### **1.3 Legacy System(s) To Be Replaced**

The Solution is intended to replace all the components and functionality of County's current Livescan agreement systems, plus encompass additional functionality and features, as follows:

- 1.3.1 Components and functionality from County's current Livescan agreement system.
  - 1.3.1.1 Livescan devices and peripheral components located throughout the County with current technology as listed in Attachment A.4 (Equipment Locations & Inventory) to this SOW.
  - 1.3.1.2 Livescan software is installed locally on each device at each location.
  - 1.3.1.3 The central computer server hardware and software is located in Department's data center.
  - 1.3.1.4 The interfaces linking the Livescan solution to internal systems and external systems as listed in Attachment A.3 (System Interfaces) to this SOW.
- 1.3.2 Additional functionality and features:
  - 1.3.2.1 Replace the web-based ABS application, currently maintained by a different vendor, and include new functionality for a multi-tiered workflow approval process on the completeness of booking forms that meet the recently released Federal NIBRS reporting standards.
  - 1.3.2.2 Provide a secondary central computer server located in Contractor's data center, or in a CJIS-compliant cloud, with a direct network communication line between the County data center and Contractor's data center.
  - 1.3.2.3 Configure the two central computer server locations to be:
    - 1. Load balanced, where the secondary location contributes to the Solution's acceptable system performance standards; and
    - 2. System redundant, providing seamless system failover.
  - 1.3.2.4 Provide a CBS Test environment, located at the Department data center.
  - 1.3.2.5 Provide additional interfaces to/from not in the present Livescan solution (See Attachment A.3 (System Interfaces) to this SOW).

## **1.4 Project Goals, and Objectives**

1.4.1 Business need or problem – When arresting or taking a subject into custody, Participating Agencies must collect the subject’s biometric identity and document the booking, following Criminal Offense Record Investigation (“CORI”) protocols. The Solution will provide the Participating agencies with Biometric capture equipment, certified by FBI and Cal-DOJ, with technology improvements from the existing legacy system.

1.4.2 Project Objectives –

### **1.4.2.1 Project implementation of the CBS Solution includes:**

1. Replacement of all existing Livescan equipment at the Participating Agency locations, as a phased rollout;
2. Replacement of the central server hardware in Department’s data center, which will be the Solution’s primary site;
3. Business Continuity with a second replicated and redundant central server hardware at a vendor-provided CJIS-Compliant data center at least 250 miles away from downtown Los Angeles, or a CJIS-compliant cloud. This will be the Solution’s secondary site;
4. A direct network communication line from Department’s data center to the vendor-provided data center or cloud;
5. Configuration and customization software solutions including interfaces that will be used for the Solution;
6. Solution test environment housed at the Department’s data center;
7. CBS Solution documentation; and
8. Train-the-trainer (T3) type user training at Department’s Norwalk Offices.

### **1.4.2.2 Post-implementation of the CBS Solution includes:**

1. Ongoing maintenance, preventive maintenance, and support for all components;
2. Additional Livescan Equipment with software when requested by County Project Director, together with maintenance and support;
3. Livescan Equipment teardown, move and reconnect (TMR) services, coordinated with LACRIS technicians when such equipment requires relocation;
4. All Solution updates for keeping the Solution compliant with Federal (e.g., National Incident-Based Reporting System (“NIBRS”)) and State mandates;
5. Mid-term in the Agreement, technology refreshes on the following components:
  - a. PC components, including monitor, keyboard and mouse;
  - b. Mugshot cameras
  - c. Iris cameras
  - d. Color printers
  - e. Central server hardware and 3<sup>rd</sup> party software;

6. Price quotations upon request for Solution post-implementation modifications and accompany documentation;
7. Any and all updates to the CBS Solution documentation;
8. Semi-annual CBS database uploads, from the CBS Production Environment to the CBS Test environment;
9. May include Optional Work, at County's discretion, to provide mobile booking solution including devices and integration;
10. May include Optional Work, at County's discretion, to integrate CBS with a 3<sup>rd</sup> party mobile booking solution;
11. Refresher T3 type training requested;
12. Any and all updates to the CBS Solution computer-based training tools (e.g., streaming video); and
13. Access to vendor's user conferences.

#### 1.4.2.3 **Contractor's responsibilities do not include:**

1. Building infrastructure modifications at Participating Agency sites; and
2. Expendable supplies required for daily operation of the Livescan Equipment, such as printer ink cartridges, etc..

1.4.3 Project Goals and Objectives - The objective is to implement a commercial-off-the-shelf Livescan Solution, fully owned by the County under a perpetual license to operate, and fully maintained by the Contractor.

1.4.4 Project Results - Due to the size and complexity of County's implementation the County anticipates a phased-in implementation approach, as agreed to by both County and Contractor, and which will be documented in the Project Control Document, inclusive of resources needed.

### 1.5 **Scope of Work**

The Tasks, Subtasks, and Deliverables in this SOW outline the scope of Contractor's work in establishing Commercial off the Shelf (COTS) based Solution. To achieve this, Contractor shall provide the following required Services, as further specified in the Tasks, Subtasks, and Deliverables below:

1.5.1 **Project Planning** – Develop the Project Control Document (PCD).

1.5.2 **Project Management** - Throughout the Term of the Agreement, under the direction of the County Project Manager, the Contractor shall apply requisite technical and management skills and techniques to assure satisfactory, timely completion of project tasks and deliverables and establish a project control and reporting system which provides routine and realistic assessments of progress against the approved Project Control Document's tasks and deliverables and the detailed work plan.

1.5.3 **Requirements Review and Gap Analysis** – Solution Requirements are reviewed and finalized to determine the degree of "fit" between the Contractors' Proposed COTS Solution's functionality and the County's Requirements.

- 1.5.4 **Project Review Point** - At the direction of the Department's Office of Technology Planning (OTP) a Project Review of the Requirements Review and Gap Analysis may be conducted especially if there are significant changes to the Scope and/or Project Cost based on the Final Requirements.
- 1.5.5 **Technical Assessment** – The Technical Assessment includes an Infrastructure Readiness Assessment in the areas of hardware, network, system management, software and operational readiness (e.g., human resources, facilities, etc.) and the development of a Technical Architecture document.
- 1.5.6 **Implementation Assessment and Strategies** - Strategies for executing the implementation and transition to production based on the findings of the Technical Assessment. The implementation strategies take into consideration the County's organizational and project constraints, while addressing the County's Requirements.
- 1.5.7 **Project Review Point** - At the direction of the OTP, a Project Review of the results of the Technical Architecture and Implementation Assessment may be conducted by the County.
- 1.5.8 **Design Review of Proposed COTS Solution - Final Design**  
County's Project Team, as identified in Paragraph 1.6 (Project Governance) will review Contractor's proposed design. As a result of this review and feedback sessions, the Contractor shall document any changes that have resulted from the review process, and develop a Final Design.
- 1.5.9 **Project Review Point** - If there are significant differences between Contractor's Proposed COTS Solution design and the Final Design, the OTP, at its sole discretion, may trigger a Project Review of the Contractor's Final Design.
- 1.5.10 **Contractor's Proposed COTS Solution Customization – Development / Configuration by the Contractor**  
While the County is not responsible for the customization (development / configuration) effort, the purpose of this task is to assist the Contractor in ensuring the completed COTS customization effort meets the County's Requirements as specified in the Contractor's proposed COTS Solution, and the agreed-upon Final Requirements and Design now defined as Contractor's customized COTS Solution. At agreed-to points during the customization process, County project staff will review the customizations. These check point reviews determine if the customization (development / configuration) effort is on schedule and meets the County's Final Requirements.
- 1.5.11 **Data Conversion from Legacy System(s)** – As part of the process the Contractor shall develop a Data Conversion plan, perform a test conversion of a representative sample of County's existing data to test the procedures, and upon County's approval, and conduct the initial Data Conversion. The task also includes any applicable ongoing Data Conversion required during implementation, and if necessary, during production.
- 1.5.12 **Testing of Contractor's Customized COTS Solution Software** - The testing process ensures that all components of the Contractor's customized COTS Solution are thoroughly tested and that the Solution consists of high

quality and reliable software. The testing process shall take into account the unique testing requirements of a COTS Solution that is based upon a customized version of an existing COTS Solution.

- 1.5.13 **Training and Documentation** - The training and documentation process shall be designed by the Contractor to ensure that training is planned and delivered. Training materials shall be developed by the Contractor and made available to support on-going training requirements. Contractor shall create and provide all documentation to support user operation (manuals) of the customized COTS Solution, including a Help Desk problem-solving desk reference for the Solution.
- 1.5.14 **Phased Implementation** – As proof of concept that the Contractor’s CBS Solution fully functions, the Contractor shall complete a controlled phased implementation, as enumerated in Task 13 – CBS Solution Implementation (Rollout) and Final Acceptance of this SOW. County’s acceptance of Task 12 (Transition To Production) of this SOW is required prior to transitioning to production.
- 1.5.15 **Transition to Production** – Solution Implementation and Production Cutover - Contractor shall install and implement the configured customized COTS Solution into the Department hardware and operating system environment (data center) and secondary Contractor-provided data center or cloud, as specified in the Technical Architecture Document.
- 1.5.16 **Solution Warranty Period** - Contractor shall provide ninety calendar days of Warranty Support after cutover to production and prior to Contractor achieving Final Acceptance, and demonstrate to County that the Contractor’s customized COTS Solution operates defect free.
- 1.5.17 **Post-Implementation Maintenance and Support** - Contractor shall provide Post-Implementation Maintenance and Support Services as specified in Paragraph 2.49 (Task 14 – Ongoing Post-Implementation Maintenance and Support) of this SOW.
- 1.5.18 **Provide ongoing Training** - The Contractor shall provide ongoing training to County employees, at the option of the County. Ongoing training is included as part of the Post-Implementation Maintenance and Support Services requirement.

## 1.6 Project Governance

Guidelines for County Project Manager and County Project Team -

This project will be overseen and monitored by ((LACRIS CBS Project Team)).

Provides the organization for the project including:

- a. Technology and Support Division Director;
- b. Project Director LACRIS Manager;
- c. Project Manager LACRIS; and
- d. Project Staff (LACRIS support staff).

## 1.7 Project Assumptions

This project is being undertaken with the following assumptions:

### 1.7.1 General Assumptions

- 1.7.1.1 Funding has been budgeted for this project;



- 1.7.1.2 The underlying legal and institutional basis for the business functions will not significantly change during the course of the project;
- 1.7.1.3 Key members of Contractor's project team will have sufficient experience so that they can provide practical business expertise in discussions with County's subject-matter experts;
- 1.7.1.4 Livescan devices are assembled and configured off-site at a Contractor-designated location within Los Angeles County or a neighboring county, at no additional cost to the County.
- 1.7.1.5 All Work shall be done at County facilities and/or the locations identified in Attachment A.4 (Equipment Locations & Inventory) to this SOW, unless otherwise authorized in writing by County Project Manager;
- 1.7.1.6 Contractor Project Manager shall be assigned full-time to the project and remain full time until the first full month after cutover to Production Use (actual business use); and
- 1.7.1.7 Deliverables will be reviewed and accepted by County in accordance with Attachment A.1 (Deliverable Acceptance Process) to this SOW.

#### 1.7.2 **County Responsibilities**

- 1.7.2.1 County Project Manager will coordinate all activities of, information from, and decisions made by County personnel.
- 1.7.2.2 County Project Manager or designee will coordinate obtaining subject-matter expertise (SME).
- 1.7.2.3 County Project Manager or designee will provide clarification on any of the Solution Requirements.
- 1.7.2.4 County will develop and provide business scenarios to Contractor prior to the Gap Analysis process described in Paragraph 2.5 (Task 3 – Requirements Review and Gap Analysis).
- 1.7.2.5 County Project Manager will provide project oversight and coordination of all Contractor activities.
- 1.7.2.6 County will provide Executive sponsorship and user buy-in.
- 1.7.2.7 County will provide where applicable the infrastructure, shared network space, and user workstations required for Contractor's on-site work. In order for this responsibility to be met, the Contractor shall state what is required for Contractor and must be agreed upon by the County Project Manager.
- 1.7.2.8 County will provide office space and network connectivity for Contractor to work onsite.
- 1.7.2.9 County will provide Contractor with reasonable access to the Legacy system including data, data structure, and data elements, etc.
- 1.7.2.10 County will notify all concerned parties (e.g., Participating Agencies, Department data center Admin) of expected deliveries.
- 1.7.2.11 County Project Manager will coordinate with the Participating Agencies any and all building infrastructure changes needed to accommodate Contractor's Solution.

- 1.7.2.12 County will coordinate with the Participating Agencies the removal of existing equipment and site preparation if needed (e.g. housekeeping).
- 1.7.2.13 County will use commercially reasonable efforts to timely review Contractor Deliverables, as specified in Attachment A.1 (Deliverable Acceptance Process) to this SOW.
- 1.7.2.14 County will provide to Contractor information needed to design interfaces.

### 1.7.3 **Contractor Responsibilities**

Unless otherwise specifically indicated in this SOW the term “Contractor” means and includes the Contractor, its subcontractors, and suppliers.

Contractor shall, under the direction of County’s Project Manager, perform all Tasks, Subtasks, and produce all Deliverables as set forth in this SOW.

Contractor’s responsibilities shall include, but not be limited to:

- 1.7.3.1 Managing all project activities outlined in this SOW, and elsewhere throughout the Agreement.
- 1.7.3.2 Performing all work on-site at County-designated locations during normal business hours (8 a.m. to 5 p.m. (Pacific Time), Monday through Friday, except County holidays) as solely determined by County Project Manager for the Term of the Agreement.
- 1.7.3.3 Procuring all Solution Hardware and all Solution Software, including all 3<sup>rd</sup> party software licenses.
- 1.7.3.4 Providing all project Documentation in accordance with Attachment A.1 (Deliverable Acceptance Process) to this SOW, or in a form and format as directed by the County Project Manager.
- 1.7.3.5 Providing ongoing post-implementation hardware and software maintenance and operational support for the Solution.
- 1.7.3.6 Attending meetings with all levels of County personnel or designee. While the number of meetings is not quantified, throughout the Term of the resultant Agreement the Contractor is expected to attend meetings as directed by County Project Manager (e.g., LACRIS’ quarterly technology sub-committee meetings with Participating Agencies). The County Project Manager will also inform the Contractor in advance of any documentation required for meetings such as status reports, demonstrations and/or documents.
- 1.7.3.7 Ensuring all Contractor employees pass the Department contractor background check process, obtain and prominently display County-authorized identification badges while at any County-designated location, and adhere to the Contractor staff business attire guidelines specified in Attachment A.6 (Business Attire Guidelines) to this SOW.
- 1.7.3.8 Ensuring all material and equipment required to provide the Services described throughout the Agreement are provided to all Contractor

staff. Contractor assumes all liability for the loss of, and for the safe operating condition of, said equipment.

## 2. Tasks and Deliverables

Unless specified otherwise, all Tasks and Subtasks described in this Statement of Work (SOW) shall be performed by Contractor. Contractor shall conduct all meetings, presentations, demonstrations and training at County designated locations, unless prior approval is granted by the County Project Manager. Contractor shall prepare and deliver all Deliverables described in this SOW, using the Deliverable numbers and titles indicated. The process for receiving, reviewing, and accepting the Deliverables is provided in Attachment A.1 (Deliverable Acceptance Process) to this SOW.

### 2.1 Task 1 – Project Planning – Project Control Document (PCD)

Each Task to be performed by both the Contractor and the County staff during project implementation and until Final Acceptance shall be specifically addressed in a Project Control Document (PCD). The PCD shall include the general order in which the Tasks and Subtasks will be performed (some tasks may be conducted in parallel) and the order in which the Deliverables will be produced.

Contractor shall develop a PCD, and provide the draft document to County's Project Manager within two weeks after the last project kick-off meeting (Paragraph 2.3.1 (Initiate Project), or as agreed-to by the parties. Unless otherwise agreed to by the parties or required by County, the contents of the PCD shall include, at minimum, the following:

- 2.1.1 Project Scope, Objective, and Critical Success Factors – A brief statement of the scope, objectives, and critical success factors of the project. Periodically throughout the project's implementation phase, as agreed-to by the parties, the Contractor shall review the project scope, objectives, and critical success factors with the County Project Manager, and subsequently update the scope, objectives, and critical success factors.
- 2.1.2 Project Organization, Roles and Responsibilities – Contractor shall develop a hierarchical structure depicting the organization of the project team both Contractor and County, and their reporting relationships, including a description of the primary roles and responsibilities of the project team members and any relevant organizational relationships. The Contractor shall review the project organization, roles, and responsibilities with the County Project Manager, and subsequently update the project organization, roles, and responsibilities at the direction of the County Project Manager.
- 2.1.3 Contractor Assumptions – All Contractor assumptions specified in Contractor's proposal, or otherwise agreed to by the parties shall be updated by the Contractor and reviewed by the County Project Manager. Notwithstanding the above, County Project Manager shall have sole authority to clarify County's position regarding Contractor's Assumptions. Contractor shall document Contractor's revised Assumptions and obtain County Project Manager's approval.

- 2.1.4 County Assumptions – All County assumptions specified in the Agreement or otherwise agreed to by the parties shall be reviewed. Any issues documented by the Contractor shall be reviewed by the County Project Manager. Notwithstanding the above, County Project Manager shall have sole authority to clarify County’s position regarding County’s Assumptions. Contractor shall document County’s revised assumptions.
- 2.1.5 Communications Plan – Contractor shall develop a communications plan which describes the primary means of communication that will be used throughout the project among team members. In addition, the plan shall discuss document sharing and management. The Contractor shall review the Communications Plan with the County Project Manager and subsequently make any agreed to updates/revisions.
- 2.1.6 Risk Identification and Management Plan – A description of the risk management process, including a tracking mechanism for potential project risks, the probability of those risks occurring, potential impact of those risks and risk mitigation strategies.
- 2.1.7 Quality Control / Management Plan – A quality control and management plan to assure County a consistent high level of service throughout the Term of the Agreement.
- 2.1.8 Detailed Work Plan – The Contractor shall develop a Detailed Work Plan including:
  - 2.1.8.1 A Work Breakdown Structure (WBS) - The WBS shall be in Microsoft Project (Tracking Gantt Chart format) that includes at a minimum: Tasks, Subtasks, Deliverables, milestones, pay points, Task relationships including where applicable finish to start (FS), start to start (SS), finish to finish (FF), and start to finish (SF), critical path, timeline, and resource allocation.
  - 2.1.8.2 Contractor shall prepare the WBS so that every task’s start/end dates are calculated by task duration and task predecessor(s). Work breakdown tasks shall include County’s review and approval process of all Contractor’s documentation.
  - 2.1.8.3 Once approved by County Project Manager, the Detailed Work Plan shall be baselined, with two additional ‘Actual Start’ and ‘Actual End’ Dates columns for monitoring each task/subtask’s progress.
  - 2.1.8.4 Contractor shall provide the WBS as both a Microsoft Project file and PDF file.
- 2.1.9 PCD Review - The PCD is a critical element of County’s Quality Control plan. All negative deviations (project delays) from the original and subsequent versions of the PCD, including the Detailed Work Plan, shall be documented by both the Contractor and County Project Directors utilizing the Change Notice process (Paragraph 4 (Changes to Agreement) of the Agreement).
  - 2.1.9.1 Upon such time the cumulative effect of project delays equals thirty calendar days, a Change Notice shall be processed not later than fifteen 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 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.

2.1.9.2 Notwithstanding the County Project Director's authority to process Change Notices for project delays and to grant Contractor extensions of time for Work performed [see Paragraph 4.5 (Extensions of Time) of the Agreement], upon such time the cumulative effect of project delays equals ninety 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 day extension thereafter.

2.1.9.3 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.

2.1.9.4 Contractor shall, under the direction of County's Project Director, 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 by County at any time.

2.1.10 Business Continuity Strategy – The Solution is a mission critical system requiring 24/7 uninterrupted operations. Contractor shall develop the Business Continuity/Disaster Recovery Strategy in consultation with County Project Manager. The Strategy shall at minimum address the requirements outlined in Paragraph 4.4 (Business Continuity (Disaster Recovery) of Exhibit C (Service Level Agreement).

2.1.11 Documentation Requirements –The final form and format of all documentation and certifications required by the Contractor in this SOW shall be as directed by the County Project Manager. Contractor shall review the documentation requirements with the County Project Manager and subsequently make any agreed-to updates/revisions.

2.1.12 Preventive Maintenance Program – Contractor shall develop the preventive maintenance program in consultation with County Project Manager. The Program shall at minimum address the requirements outlined in Paragraph 3.2 (Maintenance, Preventive Maintenance) of Exhibit C (Service Level Agreement), to assure County a consistently high level of uninterrupted software and hardware operations throughout the Term of the Agreement.

2.1.13 Implementation Failure Fallback Plan – Contractor shall develop the Implementation Failure Fallback Plan in consultation with County Project Manager (see Paragraph 2.12.9 (Transition to Production: Production Cutout Strategy)).

- 2.1.14 Technology Refresh Implementation Strategy – Contractor shall develop the Technology Refresh Implementation Strategy in consultation with County Project Manager. The Strategy shall be devised to minimize disruption to County operations.

## **2.2 Deliverable 1 – Completed Project Control Document**

Project Control Document – DRAFT

Project Control Document – FINAL

Deliverable 1, The Project Control Document will be reviewed and approved in accordance with the document review process described in Attachment A.1 (Deliverable Acceptance Process) to this SOW.

## **2.3 Task 2 – Ongoing Project Management**

Throughout the Term of the Agreement, under the direction of the County Project Manager, the Contractor shall apply requisite technical and management skills and techniques to assure satisfactory, timely completion of project Tasks and Deliverables, and establish a project control and reporting system which will provide routine and realistic assessments of progress against the approved PCD Detailed Work Plan. Contractor shall manage project activities and resources, and track project status. This shall include:

- 2.3.1 **Initiate Project** - Within two weeks after the Effective Date, Contractor shall review with the County Project Manager the project governance structure (e.g. Project Management Team, Executive Steering Committee, and Advisory Committee), as well as attend the initial project kick-off meeting for:

2.3.1.1 Project team and stakeholders;

2.3.1.2 County's Administration; and

2.3.1.3 Contractor's Administration.

County Project Manager shall advise Contractor if multiple (subsequent) project kick-off meetings are required (e.g., Executive Steering Committee only). Each subsequent project kick-off meeting shall be planned and conducted by Contractor. Contractor shall to create and provide tailored presentation slides and handouts, as directed by the County Project Manager. Contractor shall provide the County Project Manager with presentation materials three Business Days prior to each subsequent kick-off meeting, and update the materials as directed by County. Contractor shall document the outcome of each project kick-off meeting for County Project Manager's review/approval, and incorporate any new information into the PCD.

### **2.3.2 Participate in Weekly Status Meetings**

- 2.3.2.1 Contractor shall attend and participate in weekly status meetings with County Project Manager and other appropriate attendees. Contractor shall be prepared to discuss in detail the status of the project and major issues. Unless otherwise approved by the County Project Manager,

weekly status meetings shall take place onsite, not via teleconference or video conference. County Project Manager may decide to cancel a particular week's meeting at his or her discretion.

2.3.2.2 Contractor shall establish agendas for these meetings, with the advice and consent of County Project Manager or designee. Contractor shall provide County Project Manager or designee the meeting agenda and handouts at least two Business Days prior to the scheduled meetings, and update as directed by County. Contractor shall take and maintain minutes of major discussion points, decisions, action items and their rationale, and updated Issue Tracking Log (ITL) as outlined in Paragraph 2.3.5 (Issue Documentation, Escalation, and Resolution Log), and provide to County Project Manager no later than two Business Days after each meeting.

2.3.2.3 County Project Manager will review and approve the minutes and ITL.

2.3.3 **Monthly Status Reporting and Meetings** - The Contractor's Project Director and Contractor's Project Manager shall attend monthly steering committee meetings in-person and onsite.

2.3.3.1 Contractor shall draft agendas for these meetings, with the advice and consent of County Project Manager or designee, including a written status report summarizing progress against the approved PCD, together with the most current ITL (Paragraph 2.3.5(Issue Documentation, Escalation, and Resolution Log)). Contractor shall provide County Project Manager or designee the meeting agenda and handouts at least two Business Days prior to the scheduled meetings, and update as directed by County.

2.3.3.2 The Contractor shall provide progress briefings at these meetings. The Monthly Status Report shall cover all activities from the preceding month. The first monthly report is due one calendar month after the Effective Date, unless prior approval is granted by the County Project Manager.

The Status Report shall include the following:

1. Executive Summary – Highlighting key accomplishments and issues;
2. The time covered by the report;
3. Summary of project progress and changes since the previous Monthly Status Report;
4. Work completed during that period;
5. Work scheduled for completion which was not completed;
6. Work expected to be completed during the upcoming period;
7. Status of issues that were reported as open in the previous Status Report;
8. Re-opened issues that had been closed as of the previous Status Report;

9. New issues;
10. Revised PCD when necessary, updated to reflect current project status including an updated Gantt chart in Microsoft Project of current project activities and schedule; and
11. Explanation of what has changed since the previous updated PCD and what has changed since the Baseline

2.3.3.3 Contractor shall take and maintain minutes of major discussion points, decisions, action items, and their rationale.

2.3.3.4 Contractor shall submit the Monthly Status Report to the County Project Manager for review and approval prior to distribution.

2.3.4 **Project Review Meeting** –The Contractor shall attend all Project Review meetings in-person and onsite.

2.3.5 **Issue Documentation, Escalation, and Resolution Log** – The Contractor shall develop an **Issue Tracking Log** (ITL) for tracking project issues in a format mutually agreed upon by both parties.

Contractor shall ensure that the ITL is updated when applicable. Authorized members of County and Contractor project teams shall be able to access the ITL online and view/print information.

2.3.6 **Maintain the PCD** – The Contractor shall regularly update (maintain) the PCD (Paragraphs 2.1.2 -2.1.8) including the Detailed Work Plan (Paragraph 2.1.8) in Microsoft Project as Tasks and Deliverables are completed and/or modified.

2.3.7 **Failure to maintain PCD** – County Project Director in his/her sole discretion may suspend all Work, and 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 accordance with Paragraph 2.1.9 (PCD Review).

## **2.4 Deliverable 2 –Ongoing Project Management**

- 2.4.1 Project kick-off meeting(s)
- 2.4.2 Monthly meetings (recurring)
- 2.4.3 Weekly meetings (recurring)
- 2.4.4 PCD updates (recurring)

## **2.5 Task 3 – Requirements Review And Gap Analysis**

The Functional and Technical Requirements (Requirements) review and resultant Gap Analysis determines the degree of “fit” between the Contractors’ proposed COTS Solution and the County’s Requirements. County will provide the facility(ies) for conducting the Demonstration and Gap Analysis (Subtask 3.2 – Demonstration and Gap Analysis) Requirements review sessions.



## **2.6 Subtask 3.1 – Review Requirements With Key Users**

The Contractor shall review the Solution Requirements in conjunction with the County Project Manager and key users and/or stakeholders identified by the County Project Manager.

- 2.6.1 Contractor shall plan and conduct no more than three, 4-hour user sessions, and no more than two 4-hour technical feedback sessions to ensure the accuracy and completeness of the Contractor's proposed COTS Solution. Participants will be identified by the County Project Manager and provided to the Contractor Project Manager.
- 2.6.2 The Contractor shall document inconsistencies in the Requirements resulting from the feedback sessions in a Requirements Review Report submitted to and approved by the County Project Manager. The Requirements Review Report shall:
  - 2.6.2.1 List all Requirements where there is an issue/incongruence;
  - 2.6.2.2 Document the discussion about the issue;
  - 2.6.2.3 Document the issue resolution and where applicable, the updated requirement; and
  - 2.6.2.4 Provide a detailed impact statement for each issue.
- 2.6.3 Inconsistencies that impact the project shall be identified by the Contractor and County Project Manager, and reviewed by the County Project Director.
- 2.6.4 Inconsistencies that change the Scope of Work or increase cost will be reviewed by the County Project Director, OTP, County CIO, Sheriff's Contracts Unit, and County Counsel to determine impact.
- 2.6.5 At the discretion of the OTP in conjunction with the County Project Director, the identified inconsistencies may trigger a project review of the Solution Requirements.
- 2.6.6 Upon resolution of the inconsistencies, Contractor shall update the Solution Requirements document and submit to the County Project Director for approval.

## **2.7 Subtask 3.2 – Demonstration And Gap Analysis**

Contractor shall conduct a Gap Analysis to assess the fit between Contractor's proposed COTS Solution's baseline functionality and the updated Requirements. This effort requires a detailed functional walkthrough of the Contractor's proposed COTS Solution based on County's functional (business) scenarios.

- 2.7.1 **Create a Review / Demonstration Environment** - Contractor shall create and configure a CBS demonstration environment of Contractor's proposed Solution. Contractor shall provide all hardware and software for this demonstration environment at no cost to County. Environment components include, but are not limited to:
  - 2.7.1.1 Hardware (central server, and Livescan);
  - 2.7.1.2 Software (Operating System, database management system (DBMS), Contractor's COTS Solution, and any 3<sup>rd</sup> party software) for Solution review;

- 2.7.1.3 All data necessary to support the demonstration and known Gap Analysis. Based on the Solution Requirements and Legacy system content, Contractor and County shall ensure that data is representative of County's business operations. If necessary, County will provide Contractor with missing representative data; and
- 2.7.1.4 COTS Solution User Manuals and Training Materials.

- 2.7.2 **Provide Demonstration Sessions Scripts and Agenda** - Contractor shall create a draft demonstration agenda and presentation scripts covering all aspects of the Solution, including but not limited to:
  - 2.7.2.1 Introductory overview of Solution's features and functions, and navigation within Contractor's COTS software;
  - 2.7.2.2 System concepts and terminology;
  - 2.7.2.3 Livescan Equipment concepts and methodology;
  - 2.7.2.4 CBS Requirements overview;
  - 2.7.2.5 Functional overview of each Solution module to be reviewed;
  - 2.7.2.6 County-provided business scenarios with Contractor shall demonstrate how proposed COTS Solution will be used to support the County's detailed business Scenarios;
  - 2.7.2.7 System interface concepts and vision;
  - 2.7.2.8 User Manuals and training materials; and
  - 2.7.2.9 County project stakeholders' hands-on use and test exercises, and stakeholders' written feedback on issues, concerns, and recommendations

County Project Manager and Contractor Project Manager shall mutually agree upon each session's demonstration duration. County Project Manager will identify the stakeholder participants, not to exceed ten participants. Demonstration sessions may be divided by CBS Solution modules (e.g., Livescan Equipment booking versus ABSM functionality), as mutually agreed upon by Contractor and County. At least three Business Days prior to the scheduled Demonstration and Gap Analysis meeting(s), Contractor shall provide County Project Manager the draft agenda, presentation scripts and any other handouts, and update as directed by County.

- 2.7.3 **Setup Proposed Livescan Equipment and Demonstration Environment** - Contractor shall set up their proposed General Livescan configuration including peripheral components, and a private server setup or Wi-Fi for demonstrating Contractor's COTS web-based ABSM functionality at LACRIS' Norwalk Office.
- 2.7.4 **Conduct Contractor's Proposed COTS Solution Demonstration / Gap Analysis Sessions** – Contractor shall conduct the proposed COTS solution product demonstrations as structured in Paragraph 2.7.2 (Provide Demonstration Sessions Scripts and Agenda), which includes hands-on use by the stakeholder participants.

During the product demonstration, Contractor shall document stakeholder gap analysis feedback. Upon product demonstration completion, Contractor may remove the Livescan and demonstration equipment established in Paragraph 2.7.3 (Setup Proposed Livescan Equipment and Demonstration Environment) from County premises.

**2.7.5 Document and Recap COTS Solution Demonstration / Gap Analysis Sessions –**

Contractor shall document the results of the COTS solution demonstration and gap analysis sessions. Documentation for each session shall include, at minimum, the following:

**2.7.5.1 Requirements Matrix** indicating whether each Requirement is:

- a. Fit – the baseline Contractor’s proposed COTS Solution is demonstrated to fully meet the County’s requirement. Contractor shall document how the Contractor’s proposed COTS Solution is used to meet the requirement;
- b. Partial Fit – the baseline Contractor’s proposed COTS Solution can be demonstrated to meet only part of the County’s requirement. Contractor shall document how the Contractor’s proposed COTS Solution is used to meet the requirement and describe the functional gap; or
- c. Gap – the baseline Contractor’s proposed COTS Solution cannot be demonstrated to meet the County’s requirement. Contractor shall document the gap analysis to identify alternatives to address the gap, e.g. software enhancement, procedural change, or both;

**2.7.5.2 Solution Customizations**, including all configurations (table-driven, user interface, security, and workflow), and all development/programming (interfaces, custom-designed modules etc.), required to support County’s Requirements and newly released State and Federal reporting requirements (e.g. NIBRS); and

**2.7.5.3 Documented issues using the ITL**; includes a brief description, target date for resolution, action plan, and party responsible.

**2.7.6 Gap Analysis Report** shall be developed by the Contractor, and at a minimum shall include:

- 2.7.6.1 County business scenarios;
- 2.7.6.2 Demonstration / Gap Analysis Scripts;
- 2.7.6.3 Demonstration / Gap Analysis session documentation;
- 2.7.6.4 Description of each gap identified, alternatives considered and a recommendation for addressing each identified gap;
- 2.7.6.5 Concept papers for each required software Customization resulting from the Gap Analysis, that describes the functionality of the Customization;
- 2.7.6.6 Impacts to Business Operations – Describe each impact and recommended course of action; and
- 2.7.6.7 Recommendations for proceeding with the project.

The Gap Analysis Report will be reviewed and approved by the County Project Manager. The Contractor shall make any revisions specified by the County Project Manager.

- 2.7.7 **Proposed Changes Document** – Based on the Gap Analysis Report:
  - 2.7.7.1 Contractor shall define, in detail, the recommended customizations to the Contractor’s proposed COTS Solution, to meet the Requirements.
  - 2.7.7.2 County Project Manager shall identify and assess impacts to business operations based on the findings in the Gap Analysis Report.
  - 2.7.7.3 Any agreed-to changes between Contractor and County Project Manager that were not part of Contractor’s original proposal to County which results in additional implementation costs, shall require a formal, executed Change Notice or Agreement Amendment issued by the County and approved by the Contractor, in accordance with the Paragraph 4 (Change to Agreement) of the Agreement.
  - 2.7.7.4 Contractor shall update the PCD to reflect the revised Requirements and corresponding Detailed Work Plan.

- 2.7.8 **Final Requirements Document** – As a result of the Requirements Review and the Gap Analysis, Contractor shall create a Final Requirements (Functional / Business and Technical) Document.

The Final Requirements Document will be reviewed and approved by the County Project Manager. The Contractor shall make any revisions specified by the County Project Manager.

The Final Requirements Document will replace the Solution Requirements.

- 2.7.9 **Project Review Point – Requirements / Gap Analysis** – At the sole discretion of the County Project Director, as reviewed in conjunction with the OTP, a Project Review of the results of Task 3 (Requirements Review and Gap Analysis) may be conducted by the County.

## **2.8 Deliverable 3.1 – Completed Requirements Review Report**

- 2.8.1 Updated Requirements Document – DRAFT
- 2.8.2 Updated Requirements Document - FINAL

## **2.9 Deliverable 3.2 – Completed Demonstration And Gap Analysis**

- 2.9.1 Demonstration Sessions Scripts and Agenda
- 2.9.2 Solution Demonstration / Gap Analysis Sessions
- 2.9.3 Gap Analysis completed
- 2.9.4 Gap Analysis Report – DRAFT
- 2.9.5 Gap Analysis Report – FINAL
- 2.9.6 Proposed Changes Document – DRAFT
- 2.9.7 Proposed Changes Document – FINAL

2.9.8 Final Requirements Document – DRAFT

2.9.9 Final Requirements Document – FINAL

## **2.10 Task 4 – Infrastructure And Technical Assessment**

Contractor shall conduct a readiness assessment/review of the technical infrastructure of all County locations [see Attachment A.4 (Equipment Locations & Inventory) and Attachment A.7 (Sample Equipment Setup Diagram) to this SOW] for the Contractor’s proposed Solution.

**2.10.1 Infrastructure Readiness Assessment** – The Contractor shall conduct assessments in the areas of hardware, network, system management, software and operational readiness (e.g., human resources, facilities, etc.).

2.10.1.1 Contractor shall conduct site surveys and analyses at all site locations to determine the facilities requirements (e.g., heating, air-conditioning, lighting, electrical power, structural loading and physical access) for the law enforcement agencies housing the replacement Livescan device equipment. Contractor shall coordinate site location visits with LACRIS staff, who will notify site location personnel and accompany the Contractor to each location. Contractor shall review the network configuration at each site location to ensure that the equipment to be installed is compatible with existing network topologies. Contractor shall document all findings including any incompatibilities between the equipment to be installed and the facilities or networks (e.g., lacking wall receptacles to fully power Solution), in determining the readiness of each site for implementation.

2.10.1.2 Contractor shall conduct a site survey of the Department data center, or the location where the central servers supporting the Solution are housed.

2.10.1.3 Contractor shall develop an Infrastructure Readiness Assessment Document that:

- a. Documents the findings from each site location visit, including any required facilities or network modifications required by the County and/or the Participating Agency, recommended by Contractor as corrective actions or site modifications, which may affect the timely and successful implementation of the Solution, including but not limited to, any issues associated with County or Participating Agency hardware (e.g. desktop devices, workstations, laptops, etc.), and/or LAN/WAN.
- b. Includes complete instructions necessary to install and configure the Livescan Equipment and its peripherals, including cabling and network specifications.
- c. Documents the findings from the Department data center site survey, including Contractor-recommended corrective actions (e.g., Contractor providing electrical power strip) site

infrastructure modifications, and/or network upgrades required for the timely and successful installation of the Contractor-provided central server and related components, based on the Solution's transaction volume statistics for the Term of the Agreement.

The Infrastructure Readiness Assessment Document will be reviewed and approved by the County Project Manager. The Contractor shall make any revisions specified by the County Project Manager.

**2.10.1.4 Technical Architecture Document** - Contractor shall develop a Technical Architecture Document (TAD) which includes an Executive Summary of key findings and recommendations, as well as a summary of all Contractor-provided hardware, software and site modifications needed to achieve the Solution and identifies which modifications do not fall under Contractor's responsibilities. The TAD describes the various technical environments and how they will be deployed to support implementation of the Contractor's proposed Solution including:

1. **Production Hardware and Operating System Software Configuration and Specifications** - Contractor shall size and define the hardware and software configuration and specifications that shall be established for Production. Contractor shall provide the hardware/software specifications in a detailed bill of materials document in a format mutually agreed upon by both parties, which are preliminary and shall be updated as the Production criteria are fully established;
2. **Database Management System (DBMS)** - Contractor shall update the information about the DBMS to be used by the Contractor's proposed Solution, as applicable;
3. **Production Environment at the Department data center site** – appropriately sized for the entire Agreement Term. Contractor shall specify the server rack and rack-mounted servers, and define the hardware and software configuration necessary for supporting:
  - a. The CBS Solution
  - b. The development of Solution software modifications, enhancements, customizations, interfaces, and system reports.
  - c. Integrated system testing for software modifications, interfaces, and reports

- d. The Solution Environment for system acceptance testing (SAT) and user acceptance testing (UAT) prior to Go-Live.
  - e. Training
  - f. Load testing prior to Go-Live to validate system performance
  - g. The Production Environment after Final Acceptance;
- 4. Production Environment at the Secondary Contractor-Redundant Site - Contractor shall size and define the configuration established for the Contractor-hosted secondary redundant site, which shall support load balancing and perform seamless Solution failover should the primary Department data center become inoperable. Contractor shall define the requirements for dedicated network communications between the primary and secondary site, and define a secondary network communication line (e.g., VPN) when the dedicated network communication line is down;
- 5. Test Environment at the Department data center site - Contractor shall specify the servers in the Production server rack, and define the hardware and software configuration necessary for a CBS Test Environment located in the Department data center, taking into consideration points 2.10.1.4.3 a., b. and c. above. The CBS Test Environment shall be a separate set-up from the Production Environment, primarily used after go-live for testing components prior to migrating them to the Production Environment. Testing components include, at minimum:
  - a. System patches and upgrades
  - b. Changes required of existing internal and external interfaces
  - c. Additional Solution modifications including new interfaces and system reports, when requested by County; and
- 6. Recommend practices and toolsets - Contractor shall define practices and toolsets used for monitoring system performance and administration, including back-up and recovery, Business Continuity, incident tracking, and user support.

The TAD will be reviewed and approved by the County Project Manager. The Contractor shall make any revisions specified by the County Project Manager.

## **2.11 Deliverable 4 – Completed Infrastructure And Technical Assessment**

- 2.11.1 Infrastructure Readiness Assessment Document - DRAFT
- 2.11.2 Infrastructure Readiness Assessment Document - FINAL
- 2.11.3 Technical Architecture Document - DRAFT
- 2.11.4 Technical Architecture Document – FINAL
- 2.11.5 Bill of Materials Document – DRAFT
- 2.11.6 Bill of Materials Document - FINAL

## **2.12 Task 5 – Implementation Assessment And Strategies**

This Task 5 includes the strategies for the Contractor's Customized Solution implementation and transition to Production, based on the findings of the Infrastructure Readiness Assessment Document and final TAD (Deliverable 4 – Completed Infrastructure And Technical Assessment). The implementation strategies shall take into consideration the County's organizational and project constraints, while addressing the County's Final Requirements. The Contractor shall submit a draft of each of the implementation strategies below (Paragraphs 2.12.1 through 2.12.4) for County review as they are prepared.

This Task 5 culminates with the Contractor's creation of a comprehensive final Implementation Assessment Document (IAD). The final IAD shall open with an Executive Summary that includes key findings and recommendations, and shall include the following strategies and plans:

### **2.12.1 Software - Contractor's COTS Solution Customization - Development / Configuration Approach** - The Contractor shall specify and document the approach and processes for designing and developing software Customizations identified during the Gap Analysis [see Paragraph 2.9.5 (Gap Analysis Report – FINAL) of Deliverable 3.2 – Completed Demonstration And Gap Analysis), and shall include:

- 2.12.1.1 Development Methodology;
- 2.12.1.2 Software version control;
- 2.12.1.3 Quality assurance;
- 2.12.1.4 Phasing/sequencing considerations; and
- 2.12.1.5 County verification of software Customizations.

### **2.12.2 Hardware – Contractor's Hardware Deployment Approach** – The Contractor shall specify and document their approach and processes for delivery, set-up, installation, and configuration of the following hardware components:

- 2.12.2.1 **For Department primary data center site** - Central servers, server rack, and network connectivity for the CBS Production Environment and CBS Test Environment itemized in the TAD, including the dedicated and secondary communication lines to 2.10.1.1 (4) Contractor's secondary data center site below for only the CBS Production Environment.



- 2.12.2.2 **For Contractor's secondary data center site or cloud -**  
Central servers, server rack(s), and network connectivity to the dedicated and secondary communication lines in 2.10.1.4 (4) Department primary data center site above, itemized in the TAD and for a load-balanced, redundant and seamless failover of the CBS Production Environment.
- 2.12.2.3 **Livescan devices and peripherals** at Participating Agency locations (see 'Livescan Equipment Locations & Inventory' Exhibit D to this SOW). Using the results of the site locations surveys from the final Infrastructure Readiness Assessment document (Deliverable 4 – Completed Infrastructure And Technical Assessment), Contractor shall include an installation plan that addresses the following :
- a. Task plan that addresses hardware procurement schedules, quantities, and delivery strategy, storage and off-site equipment preparation, installation tasks and hardware checklist (e.g., cables, device peripherals), responsibilities, resource requirements, equipment layout type [see Attachment A.7 (Sample Equipment Setup Diagram) to this SOW] per location, and testing steps to verify correct hardware/software installations; and
  - b. Rollout/installation schedule (e.g., phase 1 UAT rollout to site locations a, b, and c. After UAT rollout, phase 2 rollout date [mm/dd/yyyy] to site locations d, e and f, etc.) taking into consideration that phase 1 will be a controlled rollout at site locations designated by the County Project Manager for preliminary implementation.
- 2.12.2.4 The CBS Solution must complete the User Acceptance Test (UAT) before proceeding to installations for phases 2 and beyond.
- 2.12.2.5 Contractor's arrangements for storing equipment prior to installation, and transporting equipment to meet the rollout schedule

2.12.3 **Test Strategy** - The Contractor shall specify and document the strategy, approach, and processes for testing the customized proposed Solution in a test plan format mutually agreed upon by both parties.

2.12.3.1 Unit Test (Module Test) – These tests are conducted during the development process solely by the Contractor, to ensure each module or unit works as specified.

2.12.3.2 Factory Acceptance Test (FAT) – These tests are conducted by Contractor staff with County stakeholders' observation at the Contractor's site, to ensure each CBS module or unit works as specified in the Final Design Document, interfaces are demonstrated through simulation, and the Solution functions within the system performance requirements.

- 2.12.3.3 System Acceptance Test (SAT) – These tests are conducted by Contractor staff with County stakeholders’ observation at a County site designated by the County Project Manager to make sure all the components / modules / interfaces work together and are complete, integrated, error free and meet the Final Requirements and specifications. When there is a change, Contractor shall conduct regression testing to any component. Regression testing is conducted to ensure there is no impact on other components or modules.
- 2.12.3.4 Operational Readiness Test – These tests are performed at the final stage of testing by Contractor, during Transition to Production (Paragraph 2.45 (Task 12 – Transition To Production)), and in conjunction with the County’s LACRIS team at the LACRIS Norwalk office and no more than five Livescan site locations designated by the County Project Manager. Contractor tests its CBS Solution’s readiness for production including:
- a. Software installation and configuration;
  - b. System reliability and security;
  - c. System failover from Department primary data center to the Contractor’s secondary data center, for seamless use by County;
  - d. System rollback to Department’s primary data center;
  - e. Database backup and recovery;
  - f. Regression testing where necessary; and
  - g. Contractor’s Business Continuity Strategy (Paragraph 2.1.10).
- 2.12.3.5 User Acceptance Test (UAT) – The UAT ensures that the Contractor’s CBS Solution meets all the Final Requirements. These tests are performed by County stakeholders, after CBS Training (Task 10, Paragraph 2.36) during Transition to Production (Task 12, Paragraph 2.45). Contractor shall observe and document the bugs and proposed remedies and enhancements discovered. UAT will occur centrally at the LACRIS Norwalk office, together with not more than five Livescan site locations, as designated by the County Project Manager.
- 2.12.3.6 Performance Test – Tests the performance of the Contractor’s Customized COTS Solution in relationship to County’s Final Requirements. This test ensures that the Contractor’s CBS Solution meets all system performance Requirements when deployed to all Users and receiving/processing/sending interface transactions, when the Solution is used during peak workloads. Contractor shall use 3<sup>rd</sup> party software load performance tools for

verifying System Performance Requirements as specified in Paragraph 5.4 (System Performance Requirements) of Exhibit C (Service Level Agreement) for verifying System Response Time Baselines listed in Schedule C.4 (Solution Response-Time Requirements) to Exhibit C (Service Level Agreement), and further described in Paragraph 5.4 (System Performance Requirements) of Exhibit C (Service Level Agreement).

**2.12.4 Interface Strategy** – The Contractor shall specify and document the strategy, approach, and processes (and toolsets, if applicable) for designing, developing, testing, and certifying inbound and outbound system interfaces to meet the Final Requirements specified in Paragraph 2.9.9 (Final Requirements Document – Final) of Deliverable 3.2 – Completed Demonstration And Gap Analysis, and Attachment A.3 (System Interfaces) to this SOW. The Interface Strategy shall include:

- 2.12.4.1 An inventory of system interfaces that identifies whether it is inbound, outbound, or only a link with no data integration;
- 2.12.4.2 Toolsets to be used, if any;
- 2.12.4.3 Standards and formats for interface designs;
- 2.12.4.4 The type of data that is being interfaced;
- 2.12.4.5 The target or source system(s);
- 2.12.4.6 The mode (batch file vs. real time update);
- 2.12.4.7 The frequency that the interface needs to be run;
- 2.12.4.8 Data Conversion Process required for inbound and/or outbound data. Note: this is ETL (Extraction-Transformation-Load) process;
- 2.12.4.9 Certification Process; and
- 2.12.4.10 Acceptance Criteria.

**2.12.5 Security Strategy** – Contractor shall specify a strategy to implement the security requirements specified in the Agreement. The strategy shall include a discussion of the security certification process and Acceptance criteria to validate the implementation.

**2.12.6 Data Conversion Strategy from Legacy System(s)**

The CBS Solution requires data tables (e.g., crime codes, originating agency identifier (ORI), Livescan identifier (LSID)) replicated from the Legacy System(s). Working with LACRIS technical staff, Contractor shall identify the relevant data tables requiring replication, and means to load them into the CBS Solution (e.g., comma-separated values or CSV, Excel worksheet, hand-entered by Contractor). The Legacy System(s) existing booking forms data will not require conversion to the CBS Solution, however Contractor shall identify and populate the CBS Solution Environment with Department-equivalent data necessary for FAT, SAT, Training, UAT and the CBS Test Environment. Upon successful completion of Deliverable 12 – Transition To Production Completed, Contractor shall purge all booking forms and relevant

data from the CBS Solution Environment generated up to UAT for both the primary and secondary data centers.

**2.12.7 Report Development Strategy** - The Contractor shall specify and document:

- 2.12.7.1 The approach and processes for addressing County's reporting requirements specified in the Solution Requirements;
- 2.12.7.2 The approach for designing, developing, and/or testing COTS pre-defined reports to meet the Solution Requirements;
- 2.12.7.3 Toolsets used, if any;
- 2.12.7.4 An inventory of reports that identifies:
  - a. Report Name;
  - b. Brief description on how the report will be used;
  - c. Whether the report exists in COTS or is new;
  - d. The information captured on the report;
  - e. The targeted audience/distribution list;
  - f. The recommended frequency the report needs to be generated; and
  - g. Whether generating the report is on-demand or scheduled during non-peak hours.
- 2.12.7.5 Certification Process; and
- 2.12.7.6 Acceptance Criteria.

**2.12.8 Training and System Documentation Strategy** - The Contractor shall specify and describe:

- 2.12.8.1 The approach and processes for technical and T3 training, and the creation of accompanying documentation. The Strategy includes but is not limited to:
  - a. Targeted training groups, estimated number of participants, and number of courses;
  - b. Procedures, roles and responsibilities for administering training from the CBS Solution Environment;
  - c. Methodology that Contractor will use to purge data records generated during training;
  - d. Methodology on training users after the CBS Solution's system implementation (Task 14 – Ongoing Post-Implementation Maintenance And Support); and
  - e. Logistics that County will need to arrange (Classrooms, material distribution, user list).
- 2.12.8.2 The development of the user reference manuals by training groups, training materials and exercises;
- 2.12.8.3 The development of the systems administration and operations manual;

- 2.12.8.4 A preliminary training curriculum based on the Final Requirements Document (Deliverable 3.2 – Completed Demonstration and Gap Analysis);
  - 2.12.8.5 User certification process; and
  - 2.12.8.6 Acceptance criteria.
- 2.12.9 **Transition to Production: Production Cutover Strategy** – The Contractor shall develop a comprehensive Solution Migration Strategy from the Legacy Systems to the Contractor’s CBS Solution. Proposer shall consider:
- 2.12.9.1 Site installation requirements for Central Server;
  - 2.12.9.2 Site installation requirements for the Livescan Devices, including networking to the Central Servers;
  - 2.12.9.3 Migration strategy: Activities, events, and resources required to migrate from the Legacy System(s) to the Contractor’s proposed COTS Solution;
  - 2.12.9.4 A Readiness Checklist which includes the processes and checklists for implementation including:
    - a. Infrastructure Readiness Checklist;
    - b. Software Readiness Checklist;
    - c. Interface Readiness Checklist;
    - d. Database Readiness Checklist;
    - e. Security Readiness Checklist;
    - f. Data Conversion Checklist;
    - g. System Configuration Checklist; and
    - h. Organizational Readiness Checklist.
  - 2.12.9.5 Approach to configuring user roles; e.g. mapping specific functions to specific roles, and specific roles to individuals;
  - 2.12.9.6 An approach for user support during Pilot Cutover (if applicable);
  - 2.12.9.7 An approach for user support during Production Cutover;
  - 2.12.9.8 Certification process;
  - 2.12.9.9 An update to the Implementation Failure Fallback Plan to return County operations to the Legacy Systems in case one or more CBS rollout phases cause Major Deficiencies that Contractor cannot remedy to County’s satisfaction (see Paragraph 2.1.12 (Implementation Failure Fallback Plan) and Exhibit C (Service Level Agreement)); and
  - 2.12.9.10 Acceptance criteria.

## **2.13 Deliverable 5 – Completed Implementation Assessment and Strategies**

- 2.13.1 Implementation Assessment Document (IAD) – DRAFT
- 2.13.2 Implementation Assessment Document (IAD) – FINAL

## **2.14 Task 6 – Design Review Of Contractor’s Customized Solution, Final Design**

- 2.14.1 **Contractor’s Customized COTS Solution Design Review** – Contractor shall prepare a draft design document that identifies software changes and

customizations to the Contractor's proposed Solution, based on the Final Requirements Document (Deliverable 3.2 – Completed Demonstration and Gap Analysis). Once the draft is reviewed and approved by the County Project Manager, Contractor shall conduct multiple feedback sessions on County premises, as determined by the County Project Manager, with key County stakeholders for technical feedback, thus ensuring the accuracy and completeness of the CBS Design Review document. These feedback sessions shall include:

- 2.14.1.1 A review of the data model;
- 2.14.1.2 A live demonstration of the Solution, where available. Contractor shall provide all hardware and software for this demonstration, at no cost to County, and remove hardware after the last session;
- 2.14.1.3 A review of the mockup or storyboard design of the proposed user interface(s) (if no live demonstration is available); and
- 2.14.1.4 A review of contract-established system performance requirements and Contractor's means and affirmation on how they will accomplish this.

**2.14.2 Final Design Document - As a result of these feedback sessions, Contractor shall:**

- 2.14.2.1 Update the Contractor's proposed customizations to the Contractor's proposed COTS Solution design and create a Final Design Document which provides design details for the Solution specifications, processes, function hierarchy, and data models; resulting in the implementation of Contractor's Customized Solution.
- 2.14.2.2 Provide detailed narrative descriptions of processes, and mockups or storyboard designs of the user interface(s) and all applicable user interface(s) actions.
- 2.14.2.3 **Document for each Requirement in the Final Requirements Document whether that Requirement will:**
  - a. Be met with the out-of-the-box COTS Solution; or
  - b. Require only configuration settings within the COTS Solution; or
  - c. Require customizations to an existing Module (e.g., programming modifications, data fields added to existing tables); or
  - d. Be developed as a new Module (e.g., programming, data tables required); or
  - e. Require customizations/development for other CBS Solution area (e.g., reports, interfaces).

**Document for each Requirement in the Final Requirements  
Document whether that Requirement is impacted:**

- a. By any Interface, identifying the interface(s);
- b. By Federal, State, or other compliance standards, identifying the standard(s); and
- c. By the System Performance Requirements as specified in Paragraph 5.4 (System Performance Requirements) of Exhibit C (Service Level Agreement).

**The Final Design Document shall:**

- a. List each licensed software product used to implement the Solution, identified as proprietary or 3<sup>rd</sup> party software's name and manufacturer;
- b. Include complete workflows for all operational user and administrative functions; and
- c. Include details on the Solutions database design, interface design, and equipment installation drawings.

The updated Final Design Document will be reviewed and approved by the County Project Manager. Contractor shall make any revisions specified by the County Project Manager.

**2.14.3 Define and Evaluate Changes to the Contractor's Proposed COTS**

**Solution Design** - including change requests, costs, funding, and approval.

2.14.3.1 The Contractor shall document the differences and changes between the Contractor's Original proposed Solution design and the Final Design Document. Documentation shall include detailed information by item, and itemize any additional costs the Contractor proposes to the Solution.

2.14.3.2 These changes will be evaluated by the County Project Director. Any agreed-to changes may result in a formal Change Notice issued in accordance with the change process specified in Paragraph 4 (Changes to Agreement) of the Agreement. Contractor shall remove from the Final Design Document any changes to the Solution requiring additional costs that the County Project Director, in their sole discretion, does not agree to. Contractor shall submit the revised Final Design Document to the County Project Manager for review and approval.

2.14.3.3 Contractor shall update the PCD to reflect the County approved Final Design Document.

2.14.4 **Project Review Point** – Customized COTS Solution / Design and Final Design – At this point, at the direction of the OTP in consultation with the County Project Director, a project review of the results of this Task 6 (Design Review Of Contractor's Customized Solution, Final Design), may be conducted by the County.

## **2.15 Deliverable 6 – Completed Customized COTS Solution Design Review And Final Design**

2.15.1 Final Design Document – DRAFT

2.15.2 Final Design Document – FINAL

## **2.16 Task 7 – Contractors COTS Solution Customization (Development/ Configuration) and Factory Acceptance Test**

While the County is not responsible for the Customization (configuration and/or development / programming) effort, the County will assist the Contractor in ensuring that the completed Customization effort meets the Final Requirements, as specified in the Contractor's Customized COTS Solution, and the agreed-to Final Design Document (Deliverable 6 – Completed Customized COTS Solution Design Review And Final Design).

## **2.17 Subtask 7.1 – Establish Customization Environment (Development Configuration)**

In preparation for CBS customization and unit testing, Contractor shall build a Customization environment based on the Contractor's configuration for the Contractor-hosted secondary redundant site from the final TAD and Bill of Materials Document.

This customized environment hardware/software configuration will, later in project implementation, serve as Contractor's secondary data center site or cloud configuration used for load balancing, system redundancy, and seamless failover to the Department primary data center, and meet system disaster recovery needs.

Contractor's Customization environment build shall include (as applicable):

- 2.17.1 System hardware, infrastructure, and physical facilities;
- 2.17.2 Operating software, DBMS, network, virtualization;
- 2.17.3 Any required third-party software or toolsets;
- 2.17.4 Network connectivity (as required within the scope required for this project);
- 2.17.5 Access controls, as appropriate, for authorized Contractor project team members to install, configure, maintain, and use Application Software and middleware;
- 2.17.6 Processes and mechanisms for security administration, including applicable integration with network security, workstation sign-on, and data center security;
- 2.17.7 Backup and recovery operations;
- 2.17.8 Baseline Contractor's proposed COTS Solution requiring customization;
- 2.17.9 Baseline Configuration;
- 2.17.10 Processes and mechanisms for integration and change control of software, data, user profiles, etc.;
- 2.17.11 Processes for database administration; and
- 2.17.12 Processes for performance monitoring.



## **2.18 Subtask 7.2 – Develop CBS Solution Customization**

- 2.18.1 Contractor shall customize the COTS Solution. The Customization process shall be based on the following County-approved Deliverables:
  - 2.18.1.1 Final TAD (Deliverable 4 – Completed Infrastructure and Technical Assessment);
  - 2.18.1.2 Final IAD (Deliverable 5 – Completed Implementation Assessment and Strategies), including but not limited to:
    - a. Interface Strategy
    - b. Security Strategy
    - c. Reporting Strategy
  - 2.18.1.3 Final Design Document (Deliverable 6 – Completed Customized COTS Solution Design Review And Final Design).
- 2.18.2 All required modifications shall be made as part of this Subtask. The Customization process shall transform the Contractor’s proposed COTS solution into the Contractor’s CBS Solution.
- 2.18.3 Contractor shall develop the specified Interfaces to Department internal and external systems, as provided in the Interface Strategy section of the final IAD (Deliverable 5 – Completed Implementation Assessment and Strategies).
- 2.18.4 Contractor shall conduct all regression testing of software enhancements incorporated into the Contractor’s customized Solution.

This Subtask shall result in a fully functional Solution (Contractor’s Customized COTS Solution) that meets the Final Requirements, and is ready for FAT (Subtask 7.4 – Conduct Factory Acceptance Testing), as specified in the Final Design Document.

## **2.19 Subtask 7.3 – Develop CBS Solution Test Script Document**

Contractor shall develop and utilize test scripts to demonstrate to County’s satisfaction for each component of the Final Design Document (Deliverable 6 – Completed Customized COTS Solution Design Review And Final Design) in satisfaction of the Final Requirements. The Test Script Document shall:

- a. Reference the Requirement number;
- b. Identify the number of tests to be performed for each Requirement by major subsystems or components;
- c. Test script descriptive;
- d. Test input values; and
- e. Test expected results.

All Requirements shall be included in the Test Script Document, for testing during FAT, SAT, and/or UAT.

## **2.20 Subtask 7.4 – Conduct Factory Acceptance Testing**

The purpose of the Factory Acceptance Test (FAT) is to ensure that the basic capabilities are available and work in a factory setting, and that the documentation associated with the Solution reflects its design and is usable when implemented at

County. These tests, conducted at a Contractor-designated location, are oriented toward verifying as much functionality, hardware, interface requirements, performance requirements, accuracy requirements and documentation as possible, prior to deployment of the Solution to County locations. FAT shall include all tests necessary to confirm all Final Design Document and Final Requirements Document (Deliverable 6 – Completed Customized COTS Solution Design Review And Final Design) have been satisfied, including using the final Test Script Document (Deliverable 7.3 – Contractor’s Test Script Document Completed). FAT shall also include all tests necessary to demonstrate to County’s satisfaction, the requirements from any third-party (e.g. Livescan device being a manufacturer other than the Contractor) subordinate specifications.

- 2.20.1 Prior to FAT, Contractor shall prepare a FAT Plan identifying activities that will occur, and submit the plan for approval. The FAT Plan shall contain at minimum:
  - a. FAT sessions’ itinerary;
  - b. Test scripts handouts, in a format mutually agreed upon by both parties but where County staff can document test results;
  - c. Contractor’s methodology in demonstrating Interfaces through simulation;
  - d. Draft User Manuals and training materials; and
  - e. Inventory listing of Contractor’s secondary site’s central hardware and software specified in the final TAD and Bill of Materials Document (Paragraphs 2.11.4 (Technical Architecture Document – FINAL) and 2.11.6 ( Bill of Materials Document – FINAL)), for County’s inspection and approval.
- 2.20.2 Contractor shall conduct the FAT and document all findings, including at minimum:
  - a. Solution bugs requiring Contractor design modifications;
  - b. System enhancements (functionality recommended during FAT but not included in the Final Design Document (Deliverable 6 – Completed Customized COTS Solution Design Review And Final Design));
  - c. Functionality performance measurements that occurred during FAT and whether they passed or failed Solution Response-Time Requirements (Schedule C.4 to Exhibit C (Service Level Agreement));
  - d. Functionality that could not be tested and deferred to System Acceptance Testing (SAT);
  - e. Needed modifications to User Manuals and training materials;
  - f. Any questions requiring further investigation;
  - g. Action items for later resolution; and
  - h. Mutually agreed upon decisions.
- 2.20.3 Contractor shall provide County all raw images and related data captured during FAT, for County’s evaluation in its legacy system. County will notify Contractor of any inconsistencies requiring Contractor’s investigation, mitigation, and documentation.

Contractor shall document the above results in a FAT Report, for County's review and approval. Contractor and County Project Directors shall jointly review the FAT Report to determine the readiness of the Solution to initiate System Acceptance Testing (SAT).

2.20.4 The County Project Director, in their sole judgment, shall determine whether Contractor successfully completed FAT. If so, Contractor shall proceed with SAT. If not, Contractor shall resolve the issues documented in the FAT report and conduct additional FAT session(s) until the County Project Director approves its successful completion.

**2.21 Deliverable 7.1 – Customization Environment Established**

**2.22 Deliverable 7.2 – Contractor's Customized COTS Solution Completed**

**2.23 Deliverable 7.3 – Contractor's Test Script Document Completed**

2.23.1 Test Script Document – DRAFT

2.23.2 Test Script Document – FINAL

**2.24 Deliverable 7.4 – Factory Acceptance Test Completed**

2.24.1 FAT Plan(s) – DRAFT

2.24.2 FAT Plan(s) – FINAL

2.24.3 FAT Report(s) – DRAFT

2.24.4 FAT Report(s) – FINAL

**2.25 Task 8 – CBS Solution Installation, Production And System Acceptance Test**

Upon successful completion of FAT as documented in the final FAT Report (Paragraph 2.24.4 (FAT Report(s) – FINAL)), Contractor shall install the Solution on County premises with Contractor-provided hardware at the central server site, and up to five selected Livescan sites, designated by the County Project Manager. Contractor shall deliver, install, and configure equipment before conducting CBS System Acceptance Test (SAT), for County's approval.

**2.26 Subtask 8.1 – Central Server Primary Site Set Up**

Contractor shall deliver, install and configure the central servers at the Department's data center. The hardware and software configuration shall be based on the processes and specifications from the final TAD and bill of materials document (Paragraphs 2.11.4 (Technical Architecture Document – FINAL) and 2.11.6 ( Bill of Materials Document – FINAL)), and minimally include:

- a. System hardware, operating software, DBMS, virtualization, and any required third-party software and/or toolsets;
- b. Remote access controls, as appropriate, for authorized Contractor project team members to install, configure, maintain, and use the Application Software and middleware;
- c. Connection to Department's network;

- d. Connection to Contractor's secondary redundant site from Deliverable 7.1 (Customized Environment Established), using the Contractor-provided dedicated communication line and secondary communication line (Paragraph 2.10.1.4(4)); and
- e. Backup and recovery operations.

Contractor shall create an inventory checklist of Contractor's primary site's central hardware and software, as specified in the final TAD (Deliverable 4 – Completed Infrastructure And Technical Assessment), for County's inspection and approval.

## **2.27 Subtask 8.2 – CBS Solution Environment Set Up**

Configure the Solution Environment, which will minimally include:

- a. Central server functionality, such as security roles, and remote access;
- b. Importing and configuring all data tables identified in the Implementation Assessment Document (Deliverable 5 – Completed Implementation Assessment and Strategies) (e.g., crime codes, ORI, LSID, *et al.*) from the Legacy System(s);
- c. Importing and configuring all Department-equivalent data necessary for testing;
- d. Establishing network connections to the Livescan Devices set up (Deliverable 8.2);
- e. Establishing and testing System Interfaces (Attachment A.3 to this SOW), or identify interface strategy test approach to be used during UAT;
- f. Establishing the ABSM browser application's web address for the secured network;
- g. Establishing and testing system monitoring tools;
- h. Configuring CBS reports;
- i. Establishing and testing the Contractor-provided direct network communication line between the primary central server site at Department and the Contractor-hosted secondary redundant site; and
- j. Testing connectivity, system redundancy and load balancing between the primary and secondary server sites.

## **2.28 Subtask 8.3 – Livescan Devices Set Up**

Contractor shall deliver, install and configure no more than ten Livescan devices and its peripherals at the LACRIS' Norwalk office, and no more than five Livescan site locations designated by the County Project Manager. The Livescan devices' hardware and software configuration shall be based on the processes and specifications from the final TAD and Bill of Materials Document (Paragraphs 2.11.4 (Technical Architecture Document – FINAL) and 2.11.6 ( Bill of Materials Document – FINAL)), and minimally include:

- a. Livescan and peripheral configurations specific to that location site (Attachment A.4 (Equipment Location and Inventory) to this SOW);
- b. The coordination of equipment installation and setup with LACRIS and applicable Participating Agency staff;
- c. The configuration of all network connections;
- d. The configuration of Livescan software, including network printer connections;
- e. The removal and discarding of equipment packaging materials; and

- f. The creation of an inventory checklist for each installation, that includes the model and serial numbers of each equipment component and I/P addresses when applicable. Each inventory checklist shall be approved by LACRIS or Participating Agency staff prior to Contractor staff leaving the site.

## **2.29 Subtask 8.4 – System Acceptance Test**

2.29.1 The purpose of the System Acceptance Test (SAT) is to:

- a. Demonstrate that the Solution's equipment is installed correctly and operates at the functional and performance levels within the County's PAC50 Network, both inside the Sheriff's Data Network (SDN) and outside (to the Participating Agencies);
- b. Verify those requirements that could not be verified during FAT (such as operations using a remote sites' network);
- c. Verify the System Performance Requirements (throughput, accuracy and reliability) using 3<sup>rd</sup> party software load performance tools, multiple workstations, etc., meets those stated in the system performance requirements under Final Requirements (Deliverable 3.2 – Completed Demonstration And Gap Analysis); and
- d. Verify that the integrated sum, including remote site testing, is at least as functional as the sum of the individual parts.

2.29.2 Contractor shall prepare a SAT Plan identifying activities that will occur, and submit the plan for approval. The SAT Plan shall contain at minimum:

- a. SAT sessions' itinerary;
- b. SAT-specific test scripts handouts described above and formatted where County staff can document test results;
- c. Methodology in demonstrating interfaces real-time or through simulation, if real-time interface testing to outgoing systems cannot occur. County Project Manager shall approve, prior to interface testing, all demonstrations conducted through simulation;
- d. Methodology in demonstrating Livescan functionality when it's communicating with the Central Servers, versus functioning as stand-alone; and
- e. Methodology in demonstrating both server failover and load balancing, from the Solution's primary site at Department's data center to the Contractor-hosted secondary redundant site.

2.29.3 One week prior to the scheduled SAT, Contractor shall conduct a readiness review identifying all the steps required prior to the SAT sessions. Contractor and County shall verify that all the required steps were completed (e.g., loading data table values [e.g., crime codes, ORI, LSID] replicated from the Legacy Systems).

2.29.4 Contractor shall conduct a script-based SAT as similar to FAT. When necessary, Contractor shall modify the FAT test scripts [see Paragraph 2.22 (Deliverable 7.3 – Contractor's Test Support Document Completed)] to meet expected SAT test results and/or business process changes identified during FAT. Contractor shall include additional test scripts not relevant during the FAT process. When applicable, test scripts requiring repeatability shall be

identified as such, where repeatability often requires cleaning out files and buffers that were changed as the result of a test step when the changed data is no longer needed by the system.

- 2.29.5 Contractor shall conduct the SAT and document all findings, including at minimum:
- a. Solution bugs requiring Contractor design modifications;
  - b. System enhancements (functionality recommended during SAT but not included in the Final Design Document (Deliverable 6 – Completed Customized COTS Solution Design Review And Final Design));
  - c. Functionality performance measurements experienced during SAT and whether they passed or failed the system performance requirements under Final Requirements (Deliverable 3.2 – Completed Demonstration And Gap Analysis);
  - d. Functionality that could not be tested (e.g., simulated Interface testing) and deferred to User Acceptance Testing (UAT);
  - e. Any modifications to the specifications from the final TAD and Bill of Materials Document (Paragraphs 2.11.4 (Technical Architecture Document – FINAL) and 2.11.6 ( Bill of Materials Document – FINAL)), due to not meeting system performance measurements; and
  - f. Any questions requiring further investigation, action items for later resolution, and mutually agreed upon decisions.
- 2.29.6 Contractor shall document the above results in a SAT Report, for County’s review and approval. Contractor and County Project Directors shall jointly review the SAT Report to determine the readiness of the Solution to initiate UAT.

The County Project Director, in their sole judgment, shall determine whether Contractor successfully completed SAT. If so, Contractor shall proceed with Solution Documentation (Task 9 – Solution Documentation). If not, Contractor shall resolve the issues documented in the SAT report and conduct additional SAT session(s) until the County Project Director approves its successful completion.

## **2.30 Deliverable 8.1 – Central Server Primary Site Set Up Completed**

- 2.30.1 Data center installation completed. Primary site’s central hardware and software, as specified in the final TAD and Bill of Materials Document (Paragraphs 2.11.4 (Technical Architecture Document – FINAL) and 2.11.6 ( Bill of Materials Document – FINAL)), for County’s inspection and approval.
- 2.30.2 Data center inventory checklist approved by County Project Manager.

## **2.31 Deliverable 8.2 – CBS Solution Environment Set Up Completed**

Confirmation from Contractor that the CBS Solution is ready for SAT

**2.32 Deliverable 8.3 – Livescan Devices Set Up Completed**

An approved inventory checklist for each installation, based on equipment specifications from the final TAD and Bill of Materials Document (Paragraphs 2.11.4 (Technical Architecture Document – FINAL) and 2.11.6 (Bill of Materials Document – FINAL)).

**2.33 Deliverable 8.4 – System Acceptance Test Completed**

2.33.1 SAT Plan(s) – DRAFT

2.33.2 SAT Plan(s) – FINAL

2.33.3 SAT Report(s) - DRAFT

2.33.4 SAT Report(s) – FINAL

**2.34 Task 9 – Solution Documentation**

2.34.1 Contractor shall draw up and finalize the CBS Solution’s documentation as specified in the IAD (Deliverable 5 – Completed Implementation Assessment and Strategies), taking into consideration the documented modifications addressed in the final FAT Report.

2.34.2 Solution documentation shall be provided to LACRIS in electronic and hardcopy, as desktop icons on the Livescan desktop screens, and as ABSM on-line help within the web-based module. User documentation shall describe the components, functions and operations of each component of the equipment. Operations descriptions shall include a list and description of all error conditions, as well as the associated error messages displayed and the action required of the operator for each error condition. Contractor documentation includes at minimum:

- a. System User Manuals for each CBS Solution component, including user operation (manuals), interfaces and audit trails;
- b. Quick Reference Guides that highlight how to perform common key operations using the CBS Solution;
- c. Training materials that Contractor trainers use when training County’s train-the-trainer staff (e.g., class itinerary, PowerPoint presentations, subject class’ written test for User certification);
- d. Training materials that County’s train-the-trainer staff use when training end-users ;
- e. CBS Solution’s Data Dictionary listing data tables for all Solution components and modules including audit trail. The Data Dictionary shall include table names, fields in each table, table’s primary and combination key fields, and field links between tables;
- f. Documentation to support the LACRIS Help Desk’s troubleshooting, as a desk reference;
- g. Content-sensitive online user help resources for all aspects of the CBS Solution, accessible within the CBS Solution’s screens; and

- h. Computer-based training tools (e.g., streaming video), for CBS Solution components, so that end-Users can perform refresher training when required.

2.34.3 The CBS Solution documentation components will be reviewed and approved by the County Project Manager. Contractor shall make any revisions specified by the County Project Manager.

## **2.35 Deliverable 9 – Solution Documentation Completed**

2.35.1 System User Manuals

2.35.2 Training Materials

2.35.3 Maintenance and Support - Service Level Agreement

2.35.4 Computer-based Training tools

## **2.36 Task 10 – Training**

Contractor shall prepare a Training Plan, conduct on-site (County's Norwalk offices) train-the-trainer classes, and participate in a select number of training classes to provide feedback to instructors.

## **2.37 Subtask 10.1 – Training Plan**

Contractor shall draw up and finalize a Training Plan, using as a basis the final Implementation Assessment Document, Training and System Documentation Strategy section (Deliverable 5 – Completed Implementation Assessment and Strategies). The Training Plan shall include fundamentals for both technical and user training, and at minimum include:

- a. Training objectives, approach (methods employed) and assumptions (e.g., classroom size);
- b. Training course descriptions and curriculum – by course subject, purpose and topics covered;
- c. Training approach, taking into consideration training methodologies after CBS go-live and based on a rolled-out implementation plan;
- d. Training equipment requirements, Contractor and County staffing resources, and test data required for both the Solution and Test Environments;
- e. Course training schedule calendar - for both Contractor-responsible train-the-trainer and County-responsible training end-users; and
- f. Support materials needed for each course subject, based on and reconciled with Deliverable 2.35.2 (Training Materials).

The Training Plan will be reviewed and approved by the County Project Manager. Contractor shall make any revisions specified by the County Project Manager.

## **2.38 Subtask 10.2 – Conduct System Training**

Using the CBS Solution Environment (Subtask 8.2 – CBS Solution Environment Set Up), Contractor shall conduct four types of courses as follows:

- a. Train-the-Trainer, Livescan Device – This course shall cover all CBS Livescan (including biometric captures for fingerprints, mugshots, SMT (scars, marks,



and tattoos), and iris capture) functionality associated with the new CBS Solution. The course will provide hands-on instruction on the Livescan Device for manual and automated processing. “Hands-on” requires that each student have access to a fully functional Livescan Device (Subtask 8.3 – Livescan Devices Set Up) and training database during the training sessions. The course shall accommodate a maximum of five participants.

- b. Train-the-Trainer, ABS Module – This course shall cover all CBS Automated Booking Solution Module (ABSM) functionality associated with the new CBS Solution. The course will provide hands-on instruction for ABSM processing. The course shall accommodate a maximum of ten participants.
- c. CBS Help Desk – This course will be at least four hours long and provide a technical overall view of the Solution and provide methods to manage and resolve minor incidents quickly and effectively. This course will need to accommodate approximately twelve participants initially and then annually for the duration of the Agreement for approximately twelve participants to accommodate new Help Desk personnel and keep existing staff current.
- d. Managers and Supervisors – This course will cover CBS management functions. The course will be at least four hours and provide hands-on instruction on accessing and producing management reports, creating user accounts, and performing audits and inquiries using the tools provided by the System for approximately twenty participants.

Contractor shall document questions, issues, any system bugs, and other suggestions (e.g., future CBS Solution product enhancements) posed from each course event, and submit a Post-Training Recap Report to the County Project Manager. Contractor shall make any revisions specified by the County Project Manager.

### **2.39 Subtask 10.3 – Participate In End-User Training**

Contractor shall monitor end-user training classes conducted by LACRIS instructors. Contractor shall participate in up to four Livescan and four ABSM classes each, as designated by the County Project Manager, and at minimum:

- a. answer any questions or issues brought up during the class, when prompted by the LACRIS instructor conducting the training;
- b. provide the LACRIS instructor with recommendations on improvements for future classes at the end of each class; and
- c. document any revisions necessary to the training materials.

Contractor shall provide the County Project Manager with a written recap of findings from the end user training. Contractor shall make any revisions specified by the County Project Manager.

### **2.40 Deliverable 10 – Training Completed**

2.40.1 Training Plan – DRAFT- FINAL

2.40.2 Post-Training Recap Report – DRAFT - FINAL

### 2.40.3 End-user Training Recap Report – DRAFT -FINAL

#### **2.41 Task 11 – CBS Test Environment**

Contractor shall establish the Test Environment, load sample data and data dictionaries, and connect Livescan devices and interfaces to the CBS Test Environment.

#### **2.42 Subtask 11.1 – Establish CBS Test Environment**

Contractor shall deliver, install and configure the Central Servers at Department data center's primary site for the CBS Test Environment. The hardware and software configuration shall be based on the processes and specifications from the final TAD and Bill of Materials Document (Paragraphs 2.11.4 (Technical Architecture Document – FINAL) and 2.11.6 ( Bill of Materials Document – FINAL)), and minimally include:

- a. System hardware, operating software, DBMS, virtualization, and any required third-party software and/or toolsets;
- b. Remote access controls, as appropriate, for authorized Contractor project team members to install, configure, maintain, and use the Application Software and middleware;
- c. Connection to Department's network; and
- d. Backup and recovery operations.

Contractor shall provide an inventory listing of Contractor's primary site's central hardware and software specified in the final TAD (Deliverable 4 – Completed Infrastructure And Technical Assessment) for the CBS Test Environment, for County's inspection and approval.

#### **2.43 Subtask 11.2 – Configure CBS Test Environment**

Contractor shall configure the CBS Test Environment by, at minimum, performing the following:

- a. Load sample data that closely resembles County live data [see Paragraph 2.12.6 (Data Conversion Strategy from Legacy System(s))];
- b. Load data dictionary tables (e.g., crime codes, ORI, LSID), as detailed in Paragraph 2.12.6 (Data Conversion Strategy from Legacy System(s));
- c. Establish connections to no more than five Livescan devices, as designated by the County Project Manager, and configure CBS Test Environment to these Livescan devices;
- d. Establish connections to the System Interfaces; and
- e. Establish an ABSM test web address.

Contractor shall draft a CBS Test Environment Check-List, identifying all steps performed in the configuration, and submit to the County Project Manager. Contractor shall correct any issues discovered in County's inspection, as advised by the County Project Manager, and update/finalize the CBS Test Environment Check-List.

## **2.44 Deliverable 11 – CBS Test Environment Completed**

2.44.1 Data center installation completed. Primary site's central hardware and software, as specified in the final TAD and Bill of Materials Document (Paragraphs 2.11.4 (Technical Architecture Document – FINAL) and 2.11.6 ( Bill of Materials Document – FINAL)), for County's inspection and approval.

2.44.2 CBS Test Environment Check-List.

## **2.45 Task 12 – Transition To Production**

Contractor shall perform CBS Solution testing and preparedness, for County's authorization in this last Task prior to System Implementation, assuring that the CBS Solution is certified fully functional and ready for production use. Based on the final Implementation Assessment Document or IAD (Deliverable 5 – Completed Implementation Assessment and Strategies), Contractor shall at minimum conduct the following:

2.45.1 Operational Readiness Testing (Paragraph 2.12.3.4) - assuring that:

1. Central Server Hardware and Software are properly configured with Contractor's secondary data center, for seamless load balancing, system failover and rollback;
2. Central Server Hardware and Contractor's secondary data center are properly configured with selected Livescan Devices; and
3. Central Server Hardware and Contractor's secondary data center are properly configured with all the System Interfaces (Attachment A.3 to this SOW). If not feasible, due to external interface restrictions, for each interface Contractor shall identify interface strategy test approach on completing this step at system implementation.

2.45.2 User Acceptance Testing (UAT) of all CBS Solution components (e.g., Livescan Devices, ABSM, Reports, audit trails), where County stakeholders perform hands-on testing of the CBS Solution and Contractor observes County staff. Contractor shall document system bugs discovered, and future product enhancements. County, in their sole discretion, shall determine which critical bugs require Contractor's resolution prior to production use

2.45.3 Performance Testing, ensuring that the CBS solution meets all system performance Requirements during peak workloads. Contractor shall use 3<sup>rd</sup> party software load performance tools in verifying system performance standards and Final Requirements

2.45.4 Update, and perform steps identified in, the Solution Migration Strategy section of the IAD

2.45.5 Based on the above results, Contractor shall prepare a Production Cutover Report that:

- a. Recaps the above test findings;
- b. Documents the final Solution Migration Strategy; and
- c. Describes the approach, processes for communicating, and facilitating the transition in using the CBS Solution in production operations.

Contractor shall provide the County Project Manager with a draft Production Cutover Report, for County's review and approval. Contractor shall make any revisions specified by the County Project Manager.

The County Project Director, in their sole judgment, shall determine whether Contractor successfully demonstrated that the CBS Solution is ready for production use. If so, Contractor shall proceed with System Implementation (Task 13 – Contractor's Solution Implementation (Rollout) and Final Implementation). If not, Contractor shall resolve all issues documented by County, conducting additional testing, until the County Project Director approves its successful completion.

**2.46 Deliverable 12 – Transition To Production Completed**

2.46.1 Production Cutover Report – DRAFT - FINAL

2.46.2 County Project Director's Approval to proceed with System Implementation

**2.47 Task 13 – CBS Solution Implementation (Rollout) and Final Acceptance**

2.47.1 Using the IAD's (Deliverable 5 – Completed Implementation Assessment Strategy) Transition to Production: Production Cutover Strategy, Contractor and County shall coordinate all the steps required for the CBS Solution's system implementation rollout to the designated Livescan Devices and site locations used during UAT. Thereafter, system implementation rollout shall be in accordance with the phased rollout/installation schedule specified in the IAD (Deliverable 5 – Completed Implementation Assessment Strategy).

2.47.2 At the time of each rollout phase, all System Interfaces (Attachment A.3 to this SOW) shall be operational to each and every designated location and Livescan Device in that phase.

2.47.3 Contractor shall coordinate rollout activities with LACRIS staff, in accordance with the IAD (Deliverable 5 – Completed Implementation Assessment Strategy) and Training Plan (Deliverable 10 – Training Completed) where at minimum the:

- a. Contractor delivers Livescan Devices and peripherals to the site locations and performs initial installation/connectivity setup;
- b. Contractor and LACRIS staff configure the Livescan Devices (e.g., mount cameras on light bar, aim and test);
- c. Contractor establishes all network connections to printers, CBS Interfaces, etc.; and
- d. LACRIS staff train supervisors and end-users for locations in the next rollout phase. NOTE: All Department patrol stations will be trained on ABSM. However, partnering Participating Agencies may be trained on ABSM, as determined by each agency.

Since Livescan Devices are a critical component of law enforcement, and any CBS Solution Major Deficiency can halt law enforcement operations, the County Project Director in their sole determination and throughout all the rollout phases, may instruct Contractor, in writing, to proceed with the fallback strategy stated in the final IAD (Deliverable 5 – Completed Implementation Assessment Strategy).

Contractor shall carry out the fallback plan, returning Livescan operations designated by the County Project Director to the Legacy System.

- 2.47.4 During Solution Implementation, Contractor shall:
  - a. Monitor the CBS Solution, maintain incident logs and track issues;
  - b. Analyze system performance and usage and, if necessary, promptly notify County Project Manager if problematic; and
  - c. Assist County in verifying that the Solution meets Final Acceptance criteria.
- 2.47.5 County and Contractor shall monitor each phase of the Livescan Solution rollout. Each rollout phase shall be subject to a Warranty Period of thirty (30) consecutive days to ensure that the CBS Solution remains free of Major Deficiencies at all Livescan locations in Production.
- 2.47.6 For the CBS Solution's first phase implementation, and all rollout phases thereafter, County in its sole discretion determines if the Solution is functioning Deficiency-free by phase. Contractor shall work with County to compile a list of any Deficiencies identified, and an action plan for resolving each Deficiency listed. Contractor shall resolve all Major Deficiencies, as solely determined by the County Project Director, before continuing with the phased rollout.
- 2.47.7 If County, in its sole discretion, determines that the next Livescan rollout location is not ready for Go-Live, Contractor shall work with County to compile a list of Deficiencies, categorizing which are Major Deficiencies, and an action plan for resolving each Deficiency listed. Contractor shall resolve all Major Deficiencies and those non-major Deficiencies, as determined by County in its sole discretion. In such instances, Contractor shall provide County a revised phased rollout/installation schedule as it pertains to the remaining rollout phases.
- 2.47.8 The CBS Solution shall achieve Final Acceptance, as set forth in Paragraph 1.3.38 of the Agreement, once all locations identified in Attachment A.4 (Equipment Locations and Inventory) to this SOW, are operational on the CBS Solution and upon completion of a thirty consecutive day cycle free of Major Deficiencies. Upon occurrence of any Major Deficiency during this cycle, Contractor shall correct such Major Deficiency and, upon the correction of each such Major Deficiency, the thirty consecutive day cycle free of Major Deficiencies will restart.
- 2.47.9 At the end of Solution Implementation, Contractor shall provide County with an updated and final Bill of Materials document (Deliverable 4 – Completed Infrastructure And Technical Assessment) listing all delivered equipment by location (address and room numbers), equipment model and serial numbers, and I/P address(es) for County's review and approval. Contractor shall make any revisions specified by the County Project Manager.
- 2.47.10 At the end of Solution system Implementation, subject to the Contractor's CBS Solution operating free from Major Deficiencies, County will verify

that the Final Acceptance Criteria have been met. County will approve Final Acceptance Certificate evidencing achievement of Final Acceptance.

**2.48 Deliverable 13 – CBS Solution System Implemented And Final Acceptance Completed**

- 2.48.1 Bill of Materials – FINAL
- 2.48.2 Documented results that the CBS Solution functions without Major Deficiencies (Exhibit B) for ninety consecutive Days for Final Acceptance
- 2.48.3 Final Acceptance Certificate

**2.49 Task 14 – Ongoing Post-Implementation Maintenance And Support**

- 2.49.1 Services included as part of the CBS maintenance and support fees:
  - a. 24/7 maintenance and support/preventive maintenance for the entire CBS Solution from a fully staffed call center and help-desk operations, as specified in Exhibit C (Service Level Agreement) of the Agreement;
  - b. Contractor shall maintain a reserve hardware inventory totaling four percent of deployment throughout the Term to facilitate hardware replacement in event of equipment failure;
  - c. CBS Solution updates for keeping the Solution compliant with Federal (e.g., NIBRS) and State mandates;
  - d. Livescan Device TMR services, when such equipment requires relocation;
  - e. As directed by the County Project Manager, attend CBS Solution-related meetings (e.g., LACRIS' quarterly Technical Subcommittee Meeting), conduct presentations and demonstrations, and provide in advance documentation handouts required for the meeting(s), such as status reports, statistics, presentation materials and other documentation;
  - f. Database uploads from the CBS Production Environment to the CBS Test environment, on a semi-annual basis;
  - g. Price quotations, when requested by County, including if necessary: workflow charts, specifications, and Change Notice documentation for any CBS Solution post-implementation modification;
  - h. Paid registration fees for up to three County staff attending Contractor's annual user conferences for the full event;
  - i. Recurrent annual train-the-trainer type training for all current CBS Solution components;
  - j. Updated computer-based training, including all current Solution component and modifications developed after Final Acceptance; and
  - k. Updates to all current Solution documentation specified in Deliverable 9 (Solution Documentation Completed), which shall include all Solution modifications completed by Contractor after Final Acceptance.
- 2.49.2 Products and/or Services when requested by County on an executed Agreement Amendment or Change Notice, including but not limited to:

- a. Additional Livescan Equipment with software, together with maintenance and support;
- b. Solution modifications, including Interfaces and system reports, including maintenance and support;
- c. Provide, mid-term in the Agreement, Technology Refreshes for, though not limited to, the following components:
  - c.1 PC components of the Livescan device including monitor, keyboard and mouse;
  - c.2 Mugshot cameras;
  - c.3 Iris cameras;
  - c.4 Color printers;
  - c.5 Central server hardware and 3<sup>rd</sup> party software, primary site and, if applicable, secondary site; and
- d. A mobile booking solution, from either:
  - d.1 Contractor-provided equipment with CBS Solution integration, or
  - d.2 Interfacing/ingesting biometric NIST transactions from another vendor's mobile booking equipment

#### **2.50 Deliverable – Post-Implementation Maintenance And Support**

## BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

<b>OPS CLUSTER AGENDA REVIEW DATE</b>	11/21/2019	
<b>BOARD MEETING</b>	12/10/2019	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	ALL DISTRICTS	
<b>DEPARTMENT</b>	CHIEF EXECUTIVE OFFICE	
<b>SUBJECT</b>	COUNTYWIDE CLASSIFICATION ACTIONS	
<b>PROGRAM</b>		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>		
<b>COST &amp; FUNDING</b>	Total cost: below info from BL \$ 134,000 (ALL FUNDS and NCC)	Funding source:
	TERMS (if applicable):	
	Explanation:	
<b>PURPOSE OF REQUEST</b>	IMPLEMENT CLASSIFICATION AND COMPENSATION RECOMMENDATIONS – PROBATION DEPARTMENT	
<b>BACKGROUND (include internal/external issues that may exist)</b>	<p>This Board Letter includes reclassification of 11 positions within the Internal Affairs Bureau of the Probation Department. In meeting with representatives from Bargaining Unit 701 (AFSCME Local 685), the union did not agree to the reclassifications as requested as they will lose the reclassified positions within their membership. Although the union supports the level of Supervising Deputy Probation Officer (SDPO) as investigators in the Internal Affairs Bureau, the union proposed that the Department either:</p> <ul style="list-style-type: none"> <li>• Transfer existing SDPO positions from other bureaus into Internal Affairs</li> <li>• Reclassify other administrative positions instead</li> </ul> <p>The Department contends that such positions are not available as there are no vacant/surplus SDPOs to transfer from other units and the Department is operating at capacity with administrative positions. Therefore, both options are not feasible. The Department requested to proceed with the recommended reclassifications.</p> <p>Because the union disagrees with the staffing issue and CEO/Classification cannot take the risk of the union requesting the Board of Supervisors to hold the entire reclass letter, this standalone Board Letter was prepared for these Probation reclasses.</p>	
<b>DEPARTMENTAL AND OTHER CONTACTS</b>	Name, Title, Phone # & Email: <ul style="list-style-type: none"> <li>• Irish Wong, Principal Analyst, CEO (213) 893-7818, <a href="mailto:iwong@ceo.lacounty.gov">iwong@ceo.lacounty.gov</a></li> <li>• Tommy Patikamanant, Senior Analyst, CEO (213) 893-0355, <a href="mailto:tpatikamanant@ceo.lacounty.gov">tpatikamanant@ceo.lacounty.gov</a></li> </ul>	





**CEO December 10, 2019  
Probation Department Reclass  
Board Letter Summary**

CEO Classification Contact Information:

Irish Wong, Principal Analyst, CEO (213) 893-7818, [iwong@ceo.lacounty.gov](mailto:iwong@ceo.lacounty.gov)

Tommy Patikamanant, Senior Analyst, CEO (213) 893-0355, [tpatikamanant@ceo.lacounty.gov](mailto:tpatikamanant@ceo.lacounty.gov)

This Board Letter includes reclassification of 11 positions within the Internal Affairs Bureau of the Probation Department. In meeting with representatives from Bargaining Unit 701 (AFSCME Local 685), the union did not agree to the reclassifications as requested as they will lose the reclassified positions within their membership. Although the union supports the level of Supervising Deputy Probation Officer (SDPO) as investigators in the Internal Affairs Bureau, the union proposed that the Department either:

- Transfer existing SDPO positions from other bureaus into Internal Affairs
- Reclassify other administrative positions instead

The Department contends that such positions are not available as there are no vacant/surplus SDPOs to transfer from other units and the Department is operating at capacity with administrative positions. Therefore, both options are not feasible. The Department requested to proceed with the recommended reclassifications.

Because the union disagrees with the staffing issue and CEO/Classification cannot take the risk of the union requesting the Board of Supervisors to hold the entire reclass letter, this standalone Board Letter was prepared for these Probation reclasses.



SACHI A. HAMAI  
Chief Executive Officer

## County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 713, Los Angeles, California 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

Board of Supervisors  
HILDA L. SOLIS  
First District

MARK RIDLEY-THOMAS  
Second District

SHEILA KUEHL  
Third District

JANICE HAHN  
Fourth District

KATHRYN BARGER  
Fifth District

December 10, 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:

### **COUNTYWIDE CLASSIFICATION ACTIONS PROBATION DEPARTMENT (ALL DISTRICTS - 3 VOTES)**

#### **SUBJECT**

This letter and accompanying ordinance will update the tables of classes of positions and departmental staffing provisions by reclassifying positions in the Probation Department.

#### **IT IS RECOMMENDED THAT THE BOARD:**

Approve the accompanying ordinance amending Title 6, Salaries, of the County Code to reclassify positions in the Probation Department.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The Board of Supervisors (Board) has requested submission of classification letters on a periodic basis throughout the year to facilitate consideration of classification and compensation recommended actions in a timely manner. Approval of these recommendations will provide the ordinance authority for the Probation Department to implement the classification and compensation recommendations in this letter.

These recommendations will ensure the proper classification and compensation of positions based upon the duties and responsibilities assigned to these jobs as performed by the incumbents (Attachment A). This is a primary goal of the County's classification and compensation system. Positions reclassified upward, downward, and lateral are consistent with the class concepts of the proposed classifications.

These actions are recommended based upon generally accepted principles of classification and compensation. Furthermore, these actions are important in addressing departmental operational needs, and in maintaining consistency in personnel practices throughout the County. The proper classification and compensation of positions facilitates good business operations, and can reduce the number of costly personnel-related problems.

#### Reclassifications

The Probation Department is requesting to reclassify Deputy Probation Officer II, Field (Item No. 8607) positions located in the Internal Affairs Bureau (Attachment A). The duties and responsibilities assigned to these positions have changed since the original allocations were made. The positions would be more appropriately classified in the recommended classification.

#### **Implementation of Strategic Plan Goals**

Approval of the accompanying ordinance will further the County Strategic Plan Goal III – Realize Tomorrow's Government Today. Specifically, it will address Strategy III.3 to Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

#### **FISCAL IMPACT/FINANCING**

The projected budgeted annual cost and Net County cost resulting from the reclassifications recommended are estimated to total \$134,000 (all funds). Cost increases associated with upward reclassification actions will be absorbed within the Adopted Budget for the Probation Department. No additional funding is required.

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The County Charter authorizes the establishment and maintenance of “a classification plan and the classification of all positions.” This responsibility is further delineated in Civil Service Rule 5.

Appropriate notifications have been made to the impacted employee organizations regarding the recommended classification actions. The accompanying ordinance implementing amendments to Title 6, Salaries, of the County Code has been approved as to form by County Counsel.

The Honorable Board of Supervisors  
12/10/19  
Page 3

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

Approval of these classification recommendations will enhance the operational effectiveness of the Probation Department through the proper classification and compensation of positions.

Respectfully submitted,

SACHI A. HAMAI  
Chief Executive Officer

SAH:FAD:MM:MTK  
PAC:IW:KP:TP:mmg

Enclosure

c: Executive Office, Board of Supervisors  
County Counsel  
Auditor-Controller  
Human Resources  
Probation

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**ATTACHMENT A****PROBATION - SUPPORT SERVICES**

<b>No of Pos.</b>	<b>Present Classification</b>	<b>No of Pos.</b>	<b>Classification Findings</b>
11	Deputy Probation Officer II, Field Item No. 8607A NX 93G Represented	11	Supervising Deputy Probation Officer Item No. 8610A NW 99E Represented

The subject Deputy Probation Officer II, Field positions are located in the Internal Affairs Bureau and are responsible for reviewing, evaluating, and responding to employee misconduct cases while interpreting and applying relevant theories, concepts, principles, laws, policies, and procedures. Positions at the level of Supervising Deputy Probation Officer are characterized by their responsibility for reviewing and evaluating a myriad of cases ranging from less difficult to more complex and for the appropriate application of concepts, theories, principles, laws, and procedures of professional probation work by subordinate Deputy Probation Officers. The higher-level class of Supervising Deputy Probation Officer is the appropriate level for the review and investigation of misconduct, fraud, and violations of established laws, policies, and regulations. As such, our office recommends upward reclassification to Supervising Deputy Probation Officer.

## **ANALYSIS**

This ordinance amends Title 6 - Salaries, of the Los Angeles County Code by changing certain classifications and numbers of ordinance positions in the Probation Department.

MARY C. WICKHAM  
County Counsel

By:

RICHARD D. BLOOM  
Principal Deputy County Counsel  
Labor & Employment Division

RDB:

**ORDINANCE NO. \_\_\_\_\_**

An ordinance amending Title 6 - Salaries, of the Los Angeles County Code to change certain employee classifications and number of ordinance positions in the Probation Department to implement the findings of a classification study.

The Board of Supervisors of the County of Los Angeles ordains as follows:

**SECTION 1.** Section 6.100.010 (Probation Department – Support Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
8607A	<del>40</del>	<u>29</u>	DEPUTY PROBATION OFFICER II, FIELD
8610A	<del>37</del>	<u>48</u>	SUPVG DEPUTY PROBATION OFFICER

**SECTION 2.** Pursuant to Government Code Section 25123(f), this ordinance shall take effect immediately upon final passage.

[6100010KPCEO]

## BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

<b>OPS CLUSTER AGENDA REVIEW DATE</b>	11/21/2019							
<b>BOARD MEETING</b>	12/10/2019							
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	ALL DISTRICTS							
<b>DEPARTMENT</b>	CHIEF EXECUTIVE OFFICE							
<b>SUBJECT</b>	COUNTYWIDE CLASSIFICATION ACTIONS							
<b>PROGRAM</b>								
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why:							
<b>DEADLINES/ TIME CONSTRAINTS</b>								
<b>COST &amp; FUNDING</b>	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Total cost: below info from BL \$835,000 (ALL FUNDS) \$182,000 NCC</td><td style="width: 50%;">Funding source:</td></tr> <tr> <td colspan="2">TERMS (if applicable):</td></tr> <tr> <td colspan="2">Explanation:</td></tr> </table>		Total cost: below info from BL \$835,000 (ALL FUNDS) \$182,000 NCC	Funding source:	TERMS (if applicable):		Explanation:	
Total cost: below info from BL \$835,000 (ALL FUNDS) \$182,000 NCC	Funding source:							
TERMS (if applicable):								
Explanation:								
<b>PURPOSE OF REQUEST</b>	IMPLEMENT CLASSIFICATION AND COMPENSATION RECOMMENDATIONS							
<b>BACKGROUND (include internal/external issues that may exist)</b>	This Board Letter includes: <ol style="list-style-type: none"> <li>1. One (1) new classification in the Department of Mental Health:             <ol style="list-style-type: none"> <li>a) Relief Mental Health Psychiatrist (4736)</li> </ol> </li> <li>2. Delete one (1) non-represented classification:             <ol style="list-style-type: none"> <li>a) Medical Director I, MD (5447)</li> </ol> </li> <li>3. Reclassify 103 positions in 11 departments             <ol style="list-style-type: none"> <li>a) 76 position reclassifications are part of the implementation of the Adult Patient-Centered Medical Home Model Reorganization Study in the Department of Health Services.</li> <li>b) The remaining 27 positions are reclassifications from various departments.</li> </ol> </li> </ol>							
<b>DEPARTMENTAL AND OTHER CONTACTS</b>	Name, Title, Phone # & Email: <ul style="list-style-type: none"> <li>• Irish Wong, Principal Analyst, CEO (213) 893-7818, <a href="mailto:iwong@ceo.lacounty.gov">iwong@ceo.lacounty.gov</a></li> <li>• Bany Rojas, Senior Analyst, CEO (213) 974-1772, <a href="mailto:brojas@ceo.lacounty.gov">brojas@ceo.lacounty.gov</a></li> <li>• Debra Duran, Chief Nursing Officer II, (213) 288-9026, <a href="mailto:dduran@dhs.lacounty.gov">dduran@dhs.lacounty.gov</a></li> <li>• Charmaine Dorsey, MSW, LCSW, Program Implementation Manager, HS, (213) 288-9142, <a href="mailto:cdorsey@dhs.lacounty.gov">cdorsey@dhs.lacounty.gov</a></li> <li>• Erick Lopez, Administrative Services Manager III, (213) 288-9032, <a href="mailto:erlopez@dhs.lacounty.gov">erlopez@dhs.lacounty.gov</a></li> </ul>							





**CEO December 10, 2019  
General Reclass  
Board Letter Summary**

CEO Classification Contact Information:

Irish Wong, Principal Analyst, CEO (213) 893-7818, [iwong@ceo.lacounty.gov](mailto:iwong@ceo.lacounty.gov)

Bany Rojas, Senior Analyst, CEO (213) 974-1772, [brojas@ceo.lacounty.gov](mailto:brojas@ceo.lacounty.gov)

Department of Health Services Contact Information:

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Charmaine Dorsey, MSW, LCSW, Program Implementation Manager, HS,  
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Erick Lopez, Administrative Services Manager III, (213) 288-9032, [erlopez@dhs.lacounty.gov](mailto:erlopez@dhs.lacounty.gov)

This Board Letter includes:

1. One (1) new classification in the Department of Mental Health:
  - a. Relief Mental Health Psychiatrist (4736)
2. Delete one (1) non-represented classification:
  - a. Medical Director I, MD (5447)
3. Reclassify 103 positions in 11 departments
  - a. 76 position reclassifications are part of the implementation of the Adult Patient-Centered Medical Home Model Reorganization Study in the Department of Health Services.
  - b. The remaining 27 positions are reclassifications from various departments.



SACHI A. HAMAI  
Chief Executive Officer

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Fourth District

KATHRYN BARGER  
Fifth District

December 10, 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:

### **COUNTYWIDE CLASSIFICATION ACTIONS (ALL DISTRICTS - 3 VOTES)**

#### **SUBJECT**

This letter and accompanying ordinance will update the tables of classes of positions and the departmental staffing provisions by adding one (1) new classification; by deleting one (1) non-represented classification; and by reclassifying positions in various County departments.

#### **IT IS RECOMMENDED THAT THE BOARD:**

Approve the accompanying ordinance amending Title 6, Salaries, of the County Code to add one (1) new classification in the Department of the Mental Health (DMH); to delete one (1) non-represented classification; to reclassify 76 positions as part of the implementation of the Adult Patient-Centered Medical Home (PCMH) Model Reorganization Study in the Department of Health Services (DHS); and to reclassify 27 positions in the Departments of the Board of Supervisors, Child Support Services, Fire, Health Services, Human Resources, LA County Library, Mental Health, Public Defender, Public Works, Regional Planning, and Sheriff.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The Board of Supervisors (Board) has requested submission of classification letters on a periodic basis throughout the year to facilitate consideration of classification and compensation recommended actions in a timely manner. Approval of these recommendations will provide the ordinance authority for County departments to implement the classification and compensation recommendations in this letter.

These recommendations will ensure the proper classification and compensation of positions based upon the duties and responsibilities assigned to these jobs as performed by the incumbents (Attachments A, B and C). This is a primary goal of the County's classification and compensation system. Positions reclassified upward, downward, and lateral are consistent with the class concepts of the proposed classifications.

These actions are recommended based upon generally accepted principles of classification and compensation. Furthermore, these actions are important in addressing departmental operational needs, and in maintaining consistency in personnel practices throughout the County. The proper classification and compensation of positions facilitates good business operations, and can reduce the number of costly personnel-related problems.

#### New Classification

We are recommending the Relief Mental Health Psychiatrist (Item No. 4736) be established to provide professional mental health services to clients and their families (Attachment A). DMH has identified a critical need for supplemental professional physician services to support the delivery of effective and efficient mental health services within the Department.

Full-time, permanent County psychiatrists that wish to join the internal physician registry will be placed on a secondary temporary position and will be limited to no more than 24 hours of work on the secondary position in a calendar week, pursuant to County Code Section 6.16.010. County employees participating in the mental health physician registry will be paid a rate of \$225 per hour. Part-time, temporary employees who do not hold a County position may be paid at the higher rate of \$250 per hour. The creation of the Relief Mental Health Psychiatrist classification will help the Department decrease its reliance on contract physician registries as locum tenens, which may represent a cost savings to the Department.

#### Deleted Classification

In conjunction with our continuing goal of reducing classifications, we are recommending the deletion of one (1) non-represented classification (Attachment A). The affected department has been informed and concurs with this action. This recommendation is consistent with the County's strategy to reduce the number of obsolete classifications.

## DHS - Adult PCMH Model Reorganization

In conjunction with a Departmental reorganization, we are recommending reclassification of 76 ordinance positions allocated to the various networks within DHS, including the Ambulatory Care Network, Harbor Care South, LAC+USC Healthcare Network, Olive View-UCLA Medical Center, and Rancho Los Amigos National Rehabilitation Center (Attachment B).

At the request of DHS, the redesign of its existing Adult PCMH model addresses new demands for patient services and regulatory requirements throughout Departmental ambulatory care facilities and hospital-based clinics. In 2011, DHS began its transition from a system that focused on episodic care to a system that placed the PCMH model at the cornerstone of its healthcare delivery through a team-based approach in primary care settings. In Fiscal Year 2014-2015, our office allocated various positions to support the Department's efforts.

Since the implementation of the PCMH model, the Department has experienced operational changes and increased patient care requirements, which led to the need to further revise staffing ratios and solidify the roles and responsibilities of positions across outpatient facilities. The revised model will also add Adult Social Work and Behavioral Health teams across facilities to address the unmet needs of patients with multiple medical conditions or with one or more social determinants of health. The Department will revise staffing for Specialty PCMH clinics at a later date.

The subject reorganization focused on the roles and responsibilities of nursing, nursing technical, clerical, behavioral and social work positions assigned to Adult PCMH operations, including hospital-based clinics. Our office reviewed 923 positions and recommends the reclassification of 76 ordinance positions to ensure adequate staffing levels in adult primary care settings. On October 15, 2019, the Board approved the Department's PCMH model in concept, including 311 interim ordinance positions pursuant to Section 6.06.020 of the County Code, which have been allocated by our office.

### Reclassifications

There are 27 positions in 11 departments being recommended for reclassification (Attachment C). The duties and responsibilities assigned to these positions have changed since the original allocations were made. The positions would be more appropriately classified in the recommended classes.

### **Implementation of Strategic Plan Goals**

Approval of the accompanying ordinance will further the County Strategic Plan Goal III – Realize Tomorrow's Government Today. Specifically, it will address Strategy III.3 to Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

### **FISCAL IMPACT/FINANCING**

The projected budgeted annual cost resulting from these recommended actions is estimated to total \$835,000 (all funds). Net County cost is estimated to be \$182,000. Cost increases associated with upward reclassification actions will be absorbed within the Adopted Budget for each affected department. No additional funding is required.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The County Charter authorizes the establishment and maintenance of “a classification plan and the classification of all positions.” This responsibility is further delineated in Civil Service Rule 5.

Appropriate notifications have been made to the impacted employee organizations regarding the recommended classification actions. The accompanying ordinance implementing amendments to Title 6, Salaries, of the County Code has been approved as to form by County Counsel.

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

Approval of these classification recommendations will enhance the operational effectiveness of the departments through the proper classification and compensation of positions.

Respectfully submitted,

SACHI A. HAMAI  
Chief Executive Officer

SAH:FAD:MM:MTK  
PAC:IW:KP:mmg

Enclosures

c: Executive Office, Board of Supervisors  
County Counsel  
Auditor-Controller  
Human Resources  
Affected Departments

**CLASSIFICATION RECOMMENDED FOR  
ADDITION TO THE CLASSIFICATION PLAN**

<b>Proposed Savings/ Cafeteria Benefit Plan</b>	<b>Item No.</b>	<b>Title</b>	<b>Recommended Salary</b>
None	4736	Relief Mental Health Psychiatrist	Note 42

**NON-REPRESENTED CLASSIFICATION RECOMMENDED FOR  
DELETION FROM THE CLASSIFICATION PLAN**

<b>Item No.</b>	<b>Title</b>
5447	Medical Director I, MD

**DEPARTMENT OF HEALTH SERVICES  
ADULT PATIENT-CENTERED  
MEDICAL HOME MODEL REORGANIZATION**

**ADMINISTRATION**

<b>No of Pos.</b>	<b>Present Classification</b>	<b>No of Pos.</b>	<b>Classification Findings</b>
1	Clinical Social Work Supervisor II Item No. 9015A N3M 102A Represented	1	Clinical Social Work Chief II Item No. 9021A NM 110E Non-Represented

**AMBULATORY CARE NETWORK**

<b>No of Pos.</b>	<b>Present Classification</b>	<b>No of Pos.</b>	<b>Classification Findings</b>
10	Certified Medical Assistant Item No. 5092A NM 76E Represented	10	Clinic Licensed Vocational Nurse I Item No. 5090A NM 77A Represented
1	Certified Medical Assistant Item No. 5092A NM 76E Represented	1	Registered Nurse II Item No. 5134A N21 RN02 Represented
2	Clinical Social Worker Item No. 9013A N33M 95D Represented	2	Senior Clinical Social Worker Item No. 9019A NM 98D Represented
6	Intermediate Clerk Item No. 1138A NMV 69L Represented	6	Intermediate Typist-Clerk Item No. 2214A NMV 70K Represented
4	Patient Resources Worker Item No. 9192A N3M 72D Represented	4	Intermediate Typist-Clerk Item No. 2214A NMV 70K Represented
1	Registered Nurse I Item No. 5133A N21 RN01 Represented	1	Clinic Licensed Vocational Nurse I Item No. 5090A NM 77A Represented

**AMBULATORY CARE NETWORK (Continued)**

<b>No of Pos.</b>	<b>Present Classification</b>	<b>No of Pos.</b>	<b>Classification Findings</b>
2	Registered Nurse I Item No. 5133A N21 RN01 Represented	2	Registered Nurse II Item No. 5134A N21 RN02 Represented
2	Registered Nurse I Item No. 5133A N21 RN01 Represented	2	Registered Nurse III Item No. 5135A N21 RN03 Represented
13	Registered Nurse II Item No. 5134A N21 RN02 Represented	13	Registered Nurse III Item No. 5135A N21 RN03 Represented

**HARBOR CARE SOUTH**

<b>No of Pos.</b>	<b>Present Classification</b>	<b>No of Pos.</b>	<b>Classification Findings</b>
2	Clinical Social Worker Item No. 9013A N33M 95D Represented	2	Senior Clinical Social Worker Item No. 9019A NM 98D Represented
3	Intermediate Clerk Item No. 1138A NMV 69L Represented	3	Intermediate Typist-Clerk Item No. 2214A NMV 70K Represented
1	Registered Nurse I Item No. 5133A N21 RN01 Represented	1	Clinic Licensed Vocational Nurse I Item No. 5090A NM 77A Represented
1	Registered Nurse I Item No. 5133A N21 RN01 Represented	1	Registered Nurse II Item No. 5134A N21 RN02 Represented



**HARBOR CARE SOUTH (Continued)**

<b>No of Pos.</b>	<b>Present Classification</b>	<b>No of Pos.</b>	<b>Classification Findings</b>
6	Registered Nurse II Item No. 5134A N21 RN02 Represented	6	Registered Nurse III Item No. 5135A N21 RN03 Represented
1	Senior Typist-Clerk Item No. 2216A NMV 75D Represented	1	Intermediate Typist-Clerk Item No. 2214A NMV 70K Represented

**LAC+USC HEALTHCARE NETWORK**

<b>No of Pos.</b>	<b>Present Classification</b>	<b>No of Pos.</b>	<b>Classification Findings</b>
2	Certified Medical Assistant Item No. 5092A NM 76E Represented	2	Clinic Licensed Vocational Nurse I Item No. 5090A NM 77A Represented
6	Intermediate Clerk Item No. 1138A NMV 69L Represented	6	Intermediate Typist-Clerk Item No. 2214A NMV 70K Represented
1	Registered Nurse I Item No. 5133A N21 RN01 Represented	1	Registered Nurse II Item No. 5134A N21 RN02 Represented
1	Registered Nurse I Item No. 5133A N21 RN01 Represented	1	Registered Nurse III Item No. 5135A N21 RN03 Represented

**OLIVE VIEW-UCLA MEDICAL CENTER**

<b>No of Pos.</b>	<b>Present Classification</b>	<b>No of Pos.</b>	<b>Classification Findings</b>
1	Clinical Social Worker Item No. 9013A N33M 95D Represented	1	Senior Clinical Social Worker Item No. 9019A NM 98D Represented
3	Intermediate Clerk Item No. 1138A NMV 69L Represented	3	Intermediate Typist-Clerk Item No. 2214A NMV 70K Represented
2	Registered Nurse I Item No. 5133A N21 RN01 Represented	2	Registered Nurse II Item No. 5134A N21 RN02 Represented
2	Registered Nurse I Item No. 5133A N21 RN01 Represented	2	Registered Nurse III Item No. 5135A N21 RN03 Represented

**RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER**

<b>No of Pos.</b>	<b>Present Classification</b>	<b>No of Pos.</b>	<b>Classification Findings</b>
1	Certified Medical Assistant Item No. 5092A NM 76E Represented	1	Clinic Licensed Vocational Nurse I Item No. 5090A NM 77A Represented
1	Registered Nurse I Item No. 5133A N21 RN01 Represented	1	Registered Nurse II Item No. 5134A N21 RN02 Represented

**BOARD OF SUPERVISORS**

<b>No of Pos.</b>	<b>Present Classification</b>	<b>No of Pos.</b>	<b>Classification Findings</b>
1	Assistant Chief, Board of Supervisors Item No.1115A NM 108C Non-Represented	1	Project Director, Board of Supervisors Item No. 1110A NM 114J Non-Represented
1	Head Compliance Officer Item No. 1031A NM 116C Non-Represented	1	Deputy Executive Officer, Board Operations, Board of Supervisors (UC) Item No. 1117A N23 R13 Non-Represented

The subject Assistant Chief, Board of Supervisors position reports to the Executive Director, Civil Service Commission (UC), and assists in the management and administration of the Commission. The primary duties include advising Commissioners on the application of County policies, procedures, and rules; interpreting and distributing Commission procedural rules and policies; directing and implementing the Commission's strategic goals and projects; and developing and publishing the Commission's Annual Reports. The Project Director, Board of Supervisors is a classification that is allocated to Commissions in the Executive Office, Board of Supervisors to assist with the administration of a Commission. Positions in this class are distinguished by their administrative responsibility for the management of operations and special projects within commissions. As such, this classification is a better fit for the duties and responsibilities of the subject position, and is also consistent with how the positions are utilized and allocated in other commissions in the Department. Therefore, we recommend upward reclassification to Project Director, Board of Supervisors.

The subject Head Compliance Officer position was originally allocated to oversee the Compliance and Internal Auditing Division of the Executive Office, Board of Supervisors. However, over time, the position has evolved to include the oversight of additional divisions, serving as a Hearing Officer, being an active member of the Department's Executive Committee, and leading various high priority Board initiatives. The subject position is responsible for overseeing major divisions with countywide impact and must possess an extensive knowledge of multiple functional areas that exceed those of the Head Compliance Officer class. The level of work assigned to the subject position is more consistent with the classification of Deputy Executive Officer, Board Operations, Board of Supervisors (UC) that is responsible for managing and overseeing a major division or divisions within the Department and are responsible for projects that have department and countywide impact. Incumbents in this class develop strategic plans and departmentwide policies and procedures; advise and provide technical guidance to members of the Board, department heads, and outside agencies regarding sensitive legal and procedural issues; analyze legislation and ordinances that impact the

**BOARD OF SUPERVISORS (Continued)**

Board and develop recommendations for policy or legislative changes; and direct the preparation of confidential and political documents for the Board. The recommended reclassification will better reflect the sensitive duties required of this position as well as the need for a higher-level position which oversees divisions with countywide impact and consequences. Due to the increased complexity and extensive range of responsibilities of the position, we recommend upward reclassification to a Deputy Executive Officer, Board Operations, Board of Supervisors (UC).

**CHILD SUPPORT SERVICES**

<b>No of Pos.</b>	<b>Present Classification</b>	<b>No of Pos.</b>	<b>Classification Findings</b>
2	Attorney II, Child Support Services Item No. 9285A NMX 107E Represented	2	Attorney III, Child Support Services Item No. 9286A NMW 116E Represented

As a result of a realignment, the subject positions will be assigned to the perform highly-complex legal work within the Intergovernmental Relations Division. Primary responsibilities will be performing the difficult and intricate legal work required to establish and enforce judgments and orders for child support, parentage, and medical support across county, State, and country lines. Additionally, the positions will be responsible for litigating interstate/intergovernmental cases pursuant to State and federal mandates, ensuring the registration of foreign orders, and defending the Department against international sanctions. The cases handled typically require extensive discovery and protracted litigation that often involves special circumstances and more extensive knowledge on the application of international laws and practices.

Given the highly-complex and demanding nature of intergovernmental litigation and case management, as well as the level of responsibility, expertise, and involvement required of the subject positions, the Attorney III, Child Support Services is a more appropriate level of classification for the work performed. Therefore, we recommend upward reclassification of these positions to Attorney III, Child Support Services.

**FIRE DEPARTMENT**

<b>No of Pos.</b>	<b>Present Classification</b>	<b>No of Pos.</b>	<b>Classification Findings</b>
1	Physician Specialist (Non-Megaflex) Item No. 5476N-53 N43 D17 Represented	1	Senior Physician Item No. 5456N-53 N42 E19 Non-Represented

The subject position is a supervising licensed physician in the Emergency Medical Services (EMS) Bureau and is responsible for the planning, coordination, and evaluation of medical care provided by certified Emergency Medical Dispatch, Emergency Medical Technician, and paramedic personnel in the Fire Department. The subject position works independently in formulating EMS policies and plans, determining equipment and medical supply or prescription needs, staff development, and in-service training programs that ensure EMS quality improvement. Through the direct supervision of a Senior EMS Program Head, the subject position provides oversight of the Quality Assurance Section, which handles the review of all cases referred from hospitals, base stations, patient complaints, or providers concerned for the quality of care provided to prehospital patients. Therefore, we recommend upward reclassification to Senior Physician.

**HEALTH SERVICES - AMBULATORY CARE NETWORK**

<b>No of Pos.</b>	<b>Present Classification</b>	<b>No of Pos.</b>	<b>Classification Findings</b>
1	Carpenter Item No. 6257A Flat Monthly Represented	1	Locksmith Item No. 6704A Flat Monthly Represented
1	Chief Physician I Item No. 5457A-54 N42 E14 Non-Represented	1	Medical Director I Item No. 5463A N42 E24 Non-Represented

The subject Carpenter position reports to a Manager I, Facilities Operations and Crafts and is assigned to High Desert Regional Health Center. The subject position is responsible for installing, repairing, and servicing both mechanical and electrical locking devices and card access systems; installing and repairing door hardware; issuing keys and maintaining records of keys issued and returned; and inspecting seals and doors to ensure regulatory compliance. The scope of duties and responsibilities meet the allocation standards for Locksmith, a class characterized by the performance of installation, maintenance, repair, overhaul and modification of a variety of mechanical and combination locking devices typically found on doors, desks, and safes. Therefore, we recommend lateral reclassification to Locksmith.

**HEALTH SERVICES - AMBULATORY CARE NETWORK (Continued)**

The subject Chief Physician I position reports to the Chief Medical Officer and functions as the Associate Chief Medical Officer for DHS. The subject position is responsible for assisting the Chief Medical Officer in planning, coordinating, and directing key Departmentwide programs including Public Hospital Redesign and Incentives in Medi-Cal metrics, Quality Incentive Program, Meaningful Use of Health Technology, and the Merit-based Incentive Payment System; leading medical directors and service chiefs in planning and developing budget projections, position allocations, fund management, and trends and forecasting; developing, implementing, and evaluating Department quality and performance activities to provide opportunities for improvement; establishing annual quality and performance goals, and making recommendations for performance improvement activities that support Board motions, County initiatives, Departmental goals, and facility objectives; and ensuring compliance with health plan changes and State and federal performance requirements. The duties and responsibilities of the subject position meet the allocation standards for Medical Director I, a classification that may be assigned to a non-clinical administrative role that directs and oversees a system-wide medical-related program. Therefore, we recommend upward reclassification to Medical Director I.

**HEALTH SERVICES – LAC+USC MEDICAL CENTER**

<b>No of Pos.</b>	<b>Present Classification</b>	<b>No of Pos.</b>	<b>Classification Findings</b>
1	Senior Typist-Clerk Item No. 2216A NMV 75D Represented	1	Staff Assistant I Item No. 0907A NM 80K Represented

The subject position serves as the sole Financial Aid Coordinator and reports to the Dean of College Operations' Assistant Nursing Director, Education, that functions as the Financial Aid Administrator. The position is located at the College of Nursing and Allied Health (CONAH), which is accredited as a community college by the Accrediting Commission for Community and Junior Colleges of the Western Association of Schools and Colleges, and its Associate of Science degree in Nursing is approved by the California Board of Registered Nursing as a prelicensure nursing program. The Financial Aid Administrator and Coordinator are the only two positions assigned to CONAH's financial aid office. The Financial Aid Coordinator independently manages disbursements and tracks over \$1.0 million in financial aid for nearly 300 enrolled students. This responsibility requires broad knowledge of financial aid regulations and financial aid-related software in order to ensure accuracy of financial aid applications and awards. Duties include reviewing and processing student financial aid and loan applications; calculating student aid eligibility; maintaining and reconciling accounting ledgers and reports for all financial aid processed and funds disbursed; assisting in budget preparation and end-of-year reconciliation of financial aid disbursements; analyzing federal/State financial aid regulations and rules to ensure compliance; and recommending updates to policies and procedures.

**HEALTH SERVICES – LAC+USC MEDICAL CENTER (Continued)**

The level of independent decision-making authority of the subject position is outside the scope of the Senior Typist-Clerk classification for which decision-making is limited to the completion of work within established guidelines, policies, and procedures and where supervisory guidance is provided in new or unusual circumstances. The duties and responsibilities of the subject position are more consistent with the scope and level of work of a Staff Assistant I, a classification that performs staff work by advising management on the operations, procedures, report preparation, and records maintenance for the assigned program. Therefore, we recommend the upward reclassification to Staff Assistant I.

**HEALTH SERVICES – OLIVE VIEW-UCLA MEDICAL CENTER**

<b>No of Pos.</b>	<b>Present Classification</b>	<b>No of Pos.</b>	<b>Classification Findings</b>
1	Nuclear Medicine Technologist II Item No. 5803A NM 104C Represented	1	Nuclear Medicine Technologist, Special Procedures Item No. 5809A NM 106C Non-Represented

The subject position is assigned to the Department of Radiology at Olive-View UCLA Medical Center and performs diagnostic nuclear medicine tests by using a dual mode Positron Emission Tomography-Computed Tomography (PET/CT) machine. The position obtains a patient's medical history; calculates radiopharmaceutical doses and injects contrast into patients; conducts hybrid scans; processes and evaluates acquired images for technical quality before submitting to the physician for assessment and diagnosis; performs daily quality control of the machine; and maintains records, and orders/receives, administers and disposes radioactive materials.

The duties and responsibilities of the position meet the allocation standards for Nuclear Medicine Technologist, Special Procedures, a class responsible for performing specialized nuclear medicine diagnostic studies using dual-mode PET/CT or Single Photon Emission Computed Tomography-CT scanners for the assessment and diagnosis of pathological diseases, which requires the position to be dually certified as a diagnostic radiologic technologist and nuclear medicine technologist. Therefore, we recommend upward reclassification to Nuclear Medicine Technologist, Special Procedures.

**HUMAN RESOURCES**

<b>No of Pos.</b>	<b>Present Classification</b>	<b>No of Pos.</b>	<b>Classification Findings</b>
1	Human Resources Analyst II Item No. 1911A NM 97J Non-Represented	1	Human Resources Analyst III Item No. 1912A NM 103J Non-Represented
1	Human Resources Analyst III Item No. 1912A NM 103J Non-Represented	1	Human Resources Analyst IV Item No. 1913A NM 109J Non-Represented
1	Intermediate Typist-Clerk Item No. 2214A NMV 70K Represented	1	Senior Secretary III Item No. 2102A NM 87D Non-Represented

The subject Human Resources Analyst II position is assigned to the Office of Human Resources Unit, where it is responsible for independent research and analysis of County personnel matters in the areas of performance management, employee relations, leave management, classification studies, employee bonuses, and countywide equity designation assignments tied to the County Policy of Equity. Based on the level of independence and complexity of work, the duties and responsibilities are consistent with the Human Resources Analyst III, a class defined by providing professional services to operating departments regarding administration of countywide human resources programs. Therefore, we recommend upward reclassification to Human Resources Analyst III.

The subject Human Resources Analyst III position is responsible for managing the Operations Section of the Office of Human Resources Unit that handles matters related to recruitment, onboarding, position and salary changes, performance evaluations, and various departmental and countywide programs. The scope of responsibility and complexity of assignments handled by the subject position meets the scope of duties and standards described in the Human Resources Analyst IV classification specification. Therefore, we recommend upward reclassification to Human Resources Analyst IV.

As a result of a Departmental realignment in 2016, the staff and functions of the Occupational Health and Leave Management Division were transferred from the Chief Executive Office to the Department of Human Resources and a secretarial position was not identified at that time. Subsequently, the subject Intermediate Typist-Clerk position was designated to provide full-time secretarial support to the Division's Senior Human Resources Manager. Based on the nature of the assignment, as well as the scope of secretarial duties required of the subject position, the Senior Secretary III has been determined to be a more appropriate classification. Therefore, we recommend upward reclassification to Senior Secretary III.



**LA COUNTY LIBRARY**

<b>No of Pos.</b>	<b>Present Classification</b>	<b>No of Pos.</b>	<b>Classification Findings</b>
1	Staff Assistant I Item No. 0907A NM 80K Represented	1	Staff Assistant II Item No. 0913A NM 87K Represented

The subject position reports to the Library Administrator for the Information Systems Bureau's Technical Services Division and assists in carrying out Divisional administrative and support responsibilities. Specifically, the position is responsible for the Division staff's timesheet collection, review, and adjustment; scheduling of mandatory training and Live-Scan; assisting in canvassing and clearing of eligibility lists and scheduling interviews; preparing, processing, and following-up on digitally-based CalCard purchase orders; handling office services equipment, furniture, and general maintenance issues; and maintaining Division inventory and supplies. The duties and responsibilities of the position meet the classification standards of a Staff Assistant II, a class that assists the manager of a major division or bureau in a County department by analyzing and making recommendations for the solution of a variety of problems of organization, budget, procedures, systems, program, general management, and personnel. Therefore, we recommend upward reclassification to Staff Assistant II.

**MENTAL HEALTH**

<b>No of Pos.</b>	<b>Present Classification</b>	<b>No of Pos.</b>	<b>Classification Findings</b>
1	Executive Secretary III Item No. 2122A NM 99D Non-Represented	1	Executive Secretary IV Item No. 2123A NM 101D Non-Represented
2	Mental Health Counselor, R.N. Item No. 5278A N21 RN06 Represented	2	Clinical Psychologist II Item No. 8697A N2M 106L Represented
1	Mental Health Services Coordinator II Item No. 8149A NM 97F Represented	1	Clinical Psychologist II Item No. 8697A N2M 106L Represented
1	Mental Health Services Coordinator II Item No. 8149A NM 97F Represented	1	Staff Analyst, Health Item No. 4593A NM 103J Non-Represented

The subject Executive Secretary III position is assigned to the Director's Office and serves as the executive secretary to the Director of Mental Health. The subject position is responsible for responding to verbal and written inquiries; screening and routing electronic and telephone correspondences; serving as intermediary between the Director of Mental Health and subordinate Medical Director, Senior Deputy Director, Deputy Director, and Discipline Chief positions; acting as liaison to other departments, agencies, and jurisdictions; reviewing and proofreading materials; disseminating information; and monitoring progress of special projects. The duties and responsibilities of the subject position meet the classification criteria for the Executive Secretary IV, a class that provides the full range of secretarial support to the head of a very large and complex County department. This recommendation is consistent with secretarial levels currently allocated to support department heads of the Health Agency, DHS, and Department of Public Health. Therefore, we recommend upward reclassification to Executive Secretary IV.

**MENTAL HEALTH (Continued)**

The subject Mental Health Counselor, R.N. positions report directly to a Mental Health Clinical Program Head and are located in the Long Beach Asian Pacific Islander Family Mental Health Center. These positions are responsible for providing direct mental health services to the Asian Pacific Islander community. Duties include conducting psychological assessments and testings; providing individual and group psychotherapy to children, Transition Age Youth, families, and adult clients using a variety of evidence-based practices; evaluating client responses to treatment; and revising psychological testing processes. The duties and responsibilities of the subject positions meet the classification criteria for the Clinical Psychologist II, a class that provides the full range of professional psychological services relating to the diagnosis and treatment of psychiatric and co-occurring mental health disorders. Therefore, we recommend downward reclassification of these positions to Clinical Psychologist II.

The first of the two subject Mental Health Services Coordinator II positions has been filled at the level of Clinical Psychologist II since February 26, 2019. This was due to growing client referrals and the need for additional staff to provide intensive mental health services. The subject position reports directly to a Supervising Psychologist and is responsible for providing crisis management, intervention, and mental health treatment services to high risk clients. Duties of the subject position include conducting psychological assessments for children and adolescents; participating in crisis intervention and stabilization activities; evaluating clients' responses to treatment; initiating psychiatric hospitalization of children with suicidal or homicidal thoughts; and providing advocacy services to clients, families, and the community. The duties and responsibilities of the subject position meet the classification criteria for the Clinical Psychologist II, a class that provides the full range of professional psychological services to clients and their families. Therefore, we recommend upward reclassification to Clinical Psychologist II.

The second subject Mental Health Services Coordinator II position reports directly to a Mental Health Program Manager I and is located in the Countywide Housing, Employment and Education Resource Division (CHEERD). The subject position has been filled at the level of Staff Analyst, Health since April 30, 2018. In this capacity, the position is responsible for developing and managing housing resources and mental health programs for the CHEERD Homeless unit. Duties include analyzing program and community resources and making recommendations regarding Interim Housing Program resources and client prioritization; drafting and revising policies, procedures, and program benchmarks; conducting contract provider site visits to ensure providers remain in compliance with contract terms; and developing internal databases and data collection methods to track service utilization and contract provider performance. The duties and responsibilities of the subject position meet the classification criteria for the Staff Analyst, Health, a class that serves as technical experts and consultants to program management regarding the use and development of resources and the implementation of programs having departmentwide or countywide impact. Therefore, we recommend upward reclassification to Staff Analyst, Health.

**PUBLIC DEFENDER**

<b>No of Pos.</b>	<b>Present Classification</b>	<b>No of Pos.</b>	<b>Classification Findings</b>
1	Deputy Public Defender II Item No. 9248A NMX 107E Represented	1	Deputy Public Defender III Item No. 9251A NMW 116E Represented

The subject Deputy Public Defender II position reports to a Head Deputy Public Defender and is assigned to the Homeless Initiative Unit. The position will assist clients requiring record clearing services on more complex and serious felony cases and will lead other attorneys assigned to the Unit. Duties include interviewing clients and witnesses in the field; reviewing preliminary hearings and transcripts; requesting the investigation of facts and testimony; conferring with law enforcement officers, experts, deputy district attorneys, and other interested parties to determine the course of action that should be taken on behalf of their clients; advising clients of their rights and the actions they should take in court; preparing briefs, pleadings and other documents; making motions for expungement, certificates of rehabilitation, pardons, reductions, continuances, dismissals, reduction of bail and new trials; representing the clients at all required court appearances in arraignments, pleadings, hearings and motion proceedings; and preparing reports outlining the advisability of appealing cases.

The duties and responsibilities of the subject position meet the classification standards for Deputy Public Defender III. Positions allocable to this class act as felony trial deputies and may provide lead supervision to lower-level attorneys in the performance of their duties. Incumbents in this class represent the defense in difficult or complex felony cases accepted by or assigned to the Public Defender. Therefore, we recommend upward reclassification to Deputy Public Defender III.

**PUBLIC WORKS**

<b>No of Pos.</b>	<b>Present Classification</b>	<b>No of Pos.</b>	<b>Classification Findings</b>
1	Civil Engineering Assistant Item No. 3424A N13 97A Represented	1	Principal Engineer Item No. 3438A 120E Non-Represented

The subject position will report to an Assistant Deputy Director, Public Works of the Waterworks Division Administration. The position will assist with the management of the Division through oversight of three engineering sections including a regional maintenance district. Responsibilities include representing the Department at meetings with local, State, and federal agencies; developing and implementing Department priorities; directing the maintenance and upgrade of water systems; and ensuring compliance with State and federal regulatory controls.

The duties and responsibilities meet the classification standards for Principal Engineer, a class responsible for assisting in the management of an engineering division, directing engineering work and related services, and representing the interests of the County. Therefore, we recommend upward reclassification to Principal Engineer.

**REGIONAL PLANNING**

<b>No of Pos.</b>	<b>Present Classification</b>	<b>No of Pos.</b>	<b>Classification Findings</b>
1	Information Systems Analyst II Item No. 2591A NM 99G Represented	1	Principal Information Systems Analyst Item No. 2594A NM 111B Non-Represented
1	Regional Planner Item No. 4430A 98J Represented	1	Principal Regional Planner Item No. 4435A 104J Represented
1	Regional Planner Item No. 4430A 98J Represented	1	Senior Regional Planner Item No. 4431A 100J Represented

The subject Information Systems Analyst II position serves as a functional supervisor to one (1) Information Systems Analyst II and one (1) Information Systems Analyst I as well as the technical expert for all duties related to EPIC-LA, a highly-complex multi-agency permit and inspection tracking system utilized by the Departments of Regional Planning, Public Works, Parks and Recreation, Public Health, Fire, and the Treasurer and Tax Collector as a centralized system for all Land Development activities to facilitate information sharing. The Principal Information Systems Analyst classification performs highly-specialized and complex information systems analysis and design tasks, and provides technical leadership in information technology strategic planning, business automation planning, business process improvement and application development. Based on the duties and responsibilities of the subject position, the work performed is more consistent with the class concept of a Principal Information Systems Analyst. Reclassification to the higher-level class supports the finding of the report back to the Board dated July 30, 2015 regarding the assessment of land management solutions. Therefore, we recommend upward reclassification to Principal Information Systems Analyst.

The first of the two subject Regional Planner positions reports to a Supervising Regional Planner and manages the day-to-day operations of the San Gabriel Valley Field Office, which handles the highest volume of customers with a heavy workload consisting of highly-complex discretionary and controversial permit cases, ministerial Site Plans and Zoning Conformance Review applications, and consultation with County Counsel. The Principal Regional Planner classification, under the direction of a section head, performs the most demanding technical and complex assignments related to general plan preparation and implementation. Based on a review of the duties and responsibilities, the level of work is more consistent with the class concept of a Principal Regional Planner. Reclassification to the higher-level class supports the finding of the report back

**REGIONAL PLANNING (Continued)**

to the Board dated May 20, 2016, regarding the enhancement of field office services. Therefore, we recommend upward reclassification to Principal Regional Planner.

The second subject Regional Planner position reports to a Supervising Regional Planner and serves as a senior-level floater position providing ongoing highly-specialized and advanced technical planning support to the La Puente and East Los Angeles Field Offices and provides operational coverage, as needed, to the other field offices, including the San Gabriel, Southwest, South Whittier and Antelope Valley Field Offices. Positions located in the field offices are required to resolve issues with the public independently and exercise a high-level of sound judgment to limit the County's risk liability with potential projects. The Senior Regional Planner is a class that performs advanced specialized technical work related to the development and implementation of the general plan, administration of land use regulations, and the provision of technical guidance to subordinate planning personnel. Based on the duties and responsibilities assigned to the subject position, the staffing plan of the Department's other field offices, and a caseload analysis, our office supports reclassification to the higher-level class. Therefore, we recommend upward reclassification to Senior Regional Planner.

**SHERIFF - ADMINISTRATION**

<b>No of Pos.</b>	<b>Present Classification</b>	<b>No of Pos.</b>	<b>Classification Findings</b>
1	Administrative Services Manager III Item No. 1004A NM 113G Non-Represented	1	Administrative Services Manager II Item No. 1003A NM 103H Non-Represented

The subject position reports to a Lieutenant and is responsible for managing and directing, through subordinate supervisors, a staff responsible for functions related to the hiring, movement, and promotion of sworn and professional staff.

The duties and responsibilities are more consistent with the allocation criteria for Administrative Services Manager II, a class that is responsible for supervising a unit of analysts performing a full range of difficult to complex analytical assignments within functional areas such as human resources, contracts, budget, finance, and other closely related administrative functional areas. Therefore, we recommend downward reclassification to Administrative Services Manager II.

**SHERIFF - GENERAL SUPPORT**

<b>No of Pos.</b>	<b>Present Classification</b>	<b>No of Pos.</b>	<b>Classification Findings</b>
3	Custodian Working Supervisor Item No. 6776A NM 69F Represented	3	Senior Equipment Maintenance Worker Item No. 6613A N2 87B Represented

The subject positions are located at the Facilities Services Bureau and are being reclassified to better meet the staffing needs of the Bureau due to increased aging of the Department's buildings, equipment vandalism by inmates, and the addition of the kitchen at the Hall of Justice. The subject positions will be responsible for maintaining a variety of equipment in custody facilities and patrol stations; troubleshooting and coordinating the repair of inmate cell gates and vehicle gates; requesting bids for service of equipment; collecting quotes for vendor services and materials; and entering purchase requests.

The duties and responsibilities of the subject positions are more consistent with the class concept of the Senior Equipment Maintenance Worker. Therefore, we recommend upward reclassification of the Custodian Working Supervisor positions to Senior Equipment Maintenance Worker.



## **ANALYSIS**

This ordinance amends Title 6 - Salaries, of the Los Angeles County Code by:

- Adding and establishing the salary for one (1) employee classification;
- Deleting one (1) employee classification; and
- Adding, deleting, and/or changing certain employee classifications and number of ordinance positions in the departments of Board of Supervisors, Child Support Services, Fire, Health Services, Human Resources, LA County Library, Mental Health, Public Defender, Public Works, Regional Planning, and Sheriff.

MARY C. WICKHAM  
County Counsel

By:  
RICHARD D. BLOOM  
Principal Deputy County Counsel  
Labor & Employment Division

RDB:

**ORDINANCE NO. \_\_\_\_\_**

An ordinance amending Title 6 - Salaries, of the Los Angeles County Code to add and establish the salary for one employee classification; delete one employee classification; and add, delete, and/or change certain employee classifications and number of ordinance positions in various departments to implement the findings of classification studies.

The Board of Supervisors of the County of Los Angeles ordains as follows:

**SECTION 1.** Section 6.28.050 (Tables of Classes of Positions with Salary Schedule and Level) is hereby amended to add the following class:

ITEM NO.	TITLE	EFFECTIVE DATE	SALARY OR SALARY SCHEDULE AND LEVEL
<u>4736</u>	<u>RELIEF MENTAL HEALTH PSYCHIATRIST</u>	<u>01/01/2020</u>	<u>N42</u>
		<u>10/01/2020</u>	<u>N42</u>

\*The Executive Office/Clerk of the Board of Supervisors shall insert the effective date for the salary or salary schedule and level in the space provided for the classification added to Section 6.28.050 of the County Code.

**SECTION 2.** Section 6.28.050 (Tables of Classes of Positions with Salary

Schedule and Level) is hereby amended to delete the following class:

ITEM NO.	TITLE	EFFECTIVE DATE	SALARY OR SALARY SCHEDULE AND LEVEL
5447	MEDICAL DIRECTOR I,MD	04/01/2018	N19
		10/01/2018	N19
		10/01/2019	N19
		01/01/2020	N19
		10/01/2020	N19
		01/01/2021	N19

**SECTION 3.** Section 6.44.010 (Department of the Board of Supervisors) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
4031A	4	HEAD COMPLIANCE OFFICER

**SECTION 4.** Section 6.44.010 (Department of the Board of Supervisors) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1115A	2 <u>1</u>	ASSISTANT CHIEF,BOARD OF SUPVRS
1117A	2 <u>3</u>	DEP EXEC OFFR,BD OPER,BD OF SUP(UC)
1110A	5 <u>6</u>	PROJECT DIRECTOR,BD OF SUPVRS

**SECTION 5.** Section 6.55.010 (Child Support Services Department) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
9285A	24 <u>22</u>	ATTORNEY II,CHILD SUPPORT SERVS
9286A	-46 <u>48</u>	ATTORNEY III,CHILD SUPPORT SERVS

**SECTION 6.** Section 6.76.018 (Fire Department – Emergency Medical Services) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>5456N</u>	<u>1</u>	<u>SENIOR PHYSICIAN</u>

**SECTION 7.** Section 6.76.018 (Fire Department – Emergency Medical Services) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
5476N	3 <u>2</u>	PHYSICIAN SPECIALIST(NON MEGAFLEX)

**SECTION 8.** Section 6.78.010 (Department of Health Services – Administration) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
9015A	4	CLINICAL SOCIAL WORK SUPERVISOR II

**SECTION 9.** Section 6.78.010 (Department of Health Services – Administration) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>9021A</u>	<u>1</u>	<u>CLINICAL SOCIAL WORK CHIEF II</u>

**SECTION 10.** Section 6.78.055 (Department of Health Services – Harbor Care South) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
5090A	<del>448</del> <u>149</u>	CLINIC LICENSED VOCATIONAL NURSE I
9013A	44 <u>12</u>	CLINICAL SOCIAL WORKER
1138A	244 <u>238</u>	INTERMEDIATE CLERK
2214A	442 <u>146</u>	INTERMEDIATE TYPIST-CLERK
5133A	<del>553</del> <u>551</u>	REGISTERED NURSE I
5134A	<del>588</del> <u>583</u>	REGISTERED NURSE II
5135A	<del>432</del> <u>138</u>	REGISTERED NURSE III
9019A	20 <u>22</u>	SENIOR CLINICAL SOCIAL WORKER
2216A	<del>39</del> <u>38</u>	SENIOR TYPIST-CLERK

**SECTION 11.** Section 6.78.060 (Department of Health Services – LAC+USC

Medical Center) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
5092A	<del>46</del> <u>44</u>	CERTIFIED MEDICAL ASSISTANT
5090A	<del>146</del> <u>148</u>	CLINIC LICENSED VOCATIONAL NURSE I
1138A	<del>390</del> <u>384</u>	INTERMEDIATE CLERK
2214A	<del>156</del> <u>162</u>	INTERMEDIATE TYPIST-CLERK
5133A	<del>1129</del> <u>1127</u>	REGISTERED NURSE I
5134A	<del>992</del> <u>993</u>	REGISTERED NURSE II
5135A	<del>315</del> <u>316</u>	REGISTERED NURSE III
2216A	<del>50</del> <u>49</u>	SENIOR TYPIST-CLERK
0907A	<del>12</del> <u>13</u>	STAFF ASSISTANT I

**SECTION 12.** Section 6.78.065 (Department of Health Services – Rancho Los

Amigos) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
5092A	<del>48</del> <u>17</u>	CERTIFIED MEDICAL ASSISTANT
5090A	<del>44</del> <u>12</u>	CLINIC LICENSED VOCATIONAL NURSE I
5133A	<del>484</del> <u>180</u>	REGISTERED NURSE I
5134A	<del>463</del> <u>164</u>	REGISTERED NURSE II

**SECTION 13.** Section 6.78.070 (Department of Health Services – Olive View-UCLA Medical Center) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>5809A</u>	<u>1</u>	<u>NUCLEAR MED TECHNOL,SPECIAL PROC</u>

**SECTION 14.** Section 6.78.070 (Department of Health Services – Olive View-UCLA Medical Center) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
9013A	<del>5</del> <u>4</u>	CLINICAL SOCIAL WORKER
1138A	<del>444</del> <u>108</u>	INTERMEDIATE CLERK
2214A	<del>456</del> <u>159</u>	INTERMEDIATE TYPIST-CLERK
5803A	<del>3</del> <u>2</u>	NUCLEAR MEDICINE TECHNOLOGIST II
5133A	<del>352</del> <u>348</u>	REGISTERED NURSE I
5134A	<del>344</del> <u>316</u>	REGISTERED NURSE II
5135A	<del>73</del> <u>75</u>	REGISTERED NURSE III
9019A	<del>43</del> <u>14</u>	SENIOR CLINICAL SOCIAL WORKER

**SECTION 15.** Section 6.78.090 (Department of Health Services – Ambulatory Care Network) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>6704A</u>	<u>1</u>	<u>LOCKSMITH</u>

**SECTION 16.** Section 6.78.090 (Department of Health Services – Ambulatory Care Network) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
6257A	<del>3</del> <u>2</u>	CARPENTER
5092A	<del>284</del> <u>270</u>	CERTIFIED MEDICAL ASSISTANT
5457A	<del>8</del> <u>7</u>	CHIEF PHYSICIAN I
5090A	<del>136</del> <u>147</u>	CLINIC LICENSED VOCATIONAL NURSE I
9013A	<del>42</del> <u>10</u>	CLINICAL SOCIAL WORKER
1138A	<del>64</del> <u>58</u>	INTERMEDIATE CLERK
2214A	<del>254</del> <u>264</u>	INTERMEDIATE TYPIST-CLERK
5463A	<del>4</del> <u>2</u>	MEDICAL DIRECTOR I
9192A	<del>200</del> <u>196</u>	PATIENT RESOURCES WORKER
5133A	<del>404</del> <u>99</u>	REGISTERED NURSE I
5134A	<del>440</del> <u>100</u>	REGISTERED NURSE II



5135A	66	<u>81</u>	REGISTERED NURSE III
9019A	3	<u>5</u>	SENIOR CLINICAL SOCIAL WORKER

**SECTION 17.** Section 6.80.010 (Department of Human Resources) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1911A	<del>47</del> <u>16</u>	HUMAN RESOURCES ANALYST II
1913A	<del>68</del> <u>69</u>	HUMAN RESOURCES ANALYST IV
2214A	<del>7</del> <u>6</u>	INTERMEDIATE TYPIST-CLERK
2102A	9	<u>10</u> SENIOR SECRETARY III

**SECTION 18.** Section 6.86.010 (Department of Mental Health) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2122A	<del>4</del>	<del>EXECUTIVE SECRETARY III</del>

**SECTION 19.** Section 6.86.010 (Department of Mental Health) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>2123A</u>	<u>1</u>	<u>EXECUTIVE SECRETARY IV</u>

**SECTION 20.** Section 6.86.010 (Department of Mental Health) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
8697A	<del>274</del>	<u>274</u>	CLINICAL PSYCHOLOGIST II
5278A	<del>182</del>	<u>180</u>	MENTAL HEALTH COUNSELOR,RN
8149A	<del>73</del>	<u>71</u>	MENTAL HEALTH SERVICES COORD II
4593A	<del>8</del>	<u>9</u>	STAFF ANALYST,HEALTH

**SECTION 21.** Section 6.104.010 (Public Defender) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
9248A	<del>266</del>	<u>265</u>	DEPUTY PUBLIC DEFENDER II
9251A	<del>295</del>	<u>296</u>	DEPUTY PUBLIC DEFENDER III

**SECTION 22.** Section 6.106.010 (LA County Library) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
0907A	<del>2</del>	<u>1</u>	STAFF ASSISTANT I
0913A	<del>7</del>	<u>8</u>	STAFF ASSISTANT II

**SECTION 23.** Section 6.109.010 (Department of Public Works) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
3424A	42	<u>11</u>	CIVIL ENGINEERING ASSISTANT
3438A	<del>39</del>	<u>40</u>	PRINCIPAL ENGINEER

**SECTION 24.** Section 6.112.010 (Department of Regional Planning) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
<u>2594A</u>	<u>1</u>		<u>PRINCIPAL INFO SYSTEMS ANALYST</u>

**SECTION 25.** Section 6.112.010 (Department of Regional Planning) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
2591A	<del>4</del>	<u>3</u>	INFORMATION SYSTEMS ANALYST II
4435A	24	<u>25</u>	PRINCIPAL REGIONAL PLANNER
4430A	<del>55</del>	<u>53</u>	REGIONAL PLANNER
4431A	<del>34</del>	<u>32</u>	SENIOR REGIONAL PLANNER

**SECTION 26.** Section 6.120.010 (Sheriff – Administration) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
1003A	49	<u>20</u>	ADMINISTRATIVE SERVICES MANAGER II
1004A	46	<u>15</u>	ADMINISTRATIVE SERVICES MANAGER III

**SECTION 27.** Section 6.120.014 (Sheriff – General Support Services) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
6776A	3		<del>CUSTODIAN WORKING SUPERVISOR</del>

**SECTION 28.** Section 6.120.014 (Sheriff – General Support Services) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
6613A	6	<u>9</u>	SENIOR EQUIPMENT MAINTENANCE WORKER

**SECTION 29.** Pursuant to Government Code Section 25123(f), this ordinance shall take effect immediately upon final passage.

[644010KPCEO]

## RELIEF MENTAL HEALTH PSYCHIATRIST

COUNTY OF LOS ANGELES

4736

Established Date: TBD

Revision Date: TBD

Class Code:

### **SALARY RANGE**

\$225 - Hourly (County)

\$250 - Hourly (Non-County)

### **DEFINITION/STANDARDS:**

#### **DEFINITION:**

Renders professional medical services in a mental health setting on an hourly as needed basis.

#### **CLASSIFICATION STANDARDS:**

Incumbents in these positions are assigned to a County Physician Registry. Positions allocable to this class report to a program manager or supervising psychiatrists and performs a full range of professional psychiatric services which requires completion of an approved residency in psychiatry. Mental Health Psychiatrist may function as the clinical lead for multidisciplinary treatment team.

#### **EXAMPLES OF DUTIES:**

Screens for health-related concerns and performs psychiatric evaluations.

Develops comprehensive treatment plans.

Evaluates individuals/clients to determine if probable cause is met to initiate detention under WIC 5150.

Provides clinical consultation to other medical providers and staff, including interns and resident physicians, regarding treatment interventions, medical and diagnostic work performed and participates in clinical case conferences.

Performs medication support services by evaluating the need for psychotropic medications.

Prescribes, administers medications, and monitors their overall effect.

Orders, obtains, reviews and monitors pertinent laboratory tests.

Participates in the quality of care and provides input into formulating corrective action plans to mitigate future clinical risk.

May have to testify in court as an expert witness.

**REQUIREMENTS:****TRAINING AND EXPERIENCE:**

Completion of a residency approved by an American Specialty Board in psychiatry or equivalent training\*\*

**LICENSE:**

California State Physician and surgeon's Certificate authorized by the Board of Medical Examiners of the State of California.

A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

**PHYSICAL CLASS:** 2 – Light.

**OTHER REQUIREMENTS:****COMMENTS:**

\*\*Equivalent training is defined as that training which the appropriate American Certifying Board formally recognizes in writing as being equivalent.

## BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

<b>OPS CLUSTER AGENDA REVIEW DATE</b>	11/21/2019			
<b>BOARD MEETING</b>	12/10/2019			
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	All Districts			
<b>DEPARTMENT</b>	Medical Examiner-Coroner			
<b>SUBJECT</b>	The Medical Examiner-Coroner (Department) requests the Board of Supervisors' (Board) approve an Appropriation Adjustment to a transfer \$125,000 from the Chief Information Officer's (CIO) Information Technology (IT) Legacy Modernization funding to the Medical Examiner-Coroner's Services and Supplies appropriation, to fund consulting services for the development of a Statement of Work (SOW) for the solicitation of a department case management system (CMS).			
<b>PROGRAM</b>	Approve the attached appropriation adjustment to transfer \$125,000 from the Committed for IT Enhancements to the Medical Examiner-Coroner's Services and Supplies (S&S) appropriation.			
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:			
<b>DEADLINES/ TIME CONSTRAINTS</b>				
<b>COST &amp; FUNDING</b>	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Total cost: \$ 125,000</td><td style="width: 50%;">Funding source: Committed for IT Enhancements Account (ITF)</td></tr> </table>		Total cost: \$ 125,000	Funding source: Committed for IT Enhancements Account (ITF)
Total cost: \$ 125,000	Funding source: Committed for IT Enhancements Account (ITF)			
	TERMS (if applicable):			
	Explanation: The cost of services provided by the consultant is not to exceed \$125,000. The County's IT Investment Board approved using the IT Legacy Modernization Fund to pay for these services. Approval of the attached appropriation adjustment will allocate funding from obligated fund balance Committed for IT Enhancements to the Department for this purpose.			
<b>PURPOSE OF REQUEST</b>	Approval of the recommended action will allow the Department to complete the development of a SOW to replace the existing CMS with a new CMS that will provide improved security, support the life cycle of decedent case files, and adapt to the changing requirements and needs of the Department.			
<b>BACKGROUND (include internal/external issues that may exist)</b>	<p>In October 2018, the Department embarked on a Business Process Improvement (BPI) review project that was funded by a Productivity Investment Fund grant. The BPI project reviewed the Department's decedent case management workflows and recommended improvements to enhance efficiency and service delivery. Additionally, a high-level IT-Fit Gap analysis of the Department's CMS was performed to determine whether the current CMS was appropriate for the future projected workflow. The findings of the IT-Fit Gap analysis concluded that the current legacy system needs to be retired. The current system is an outdated, twenty-plus year-old platform that cannot be modified and is no longer vendor-supported.</p> <p>The Department does not possess sufficient software expertise nor personnel resources to develop a SOW for a CMS. The Department, therefore, requires the services of a consultant to develop a comprehensive SOW for the design, acquisition, implementation, and support of a state-of-the-art CMS solution. Having an expert consultant develop the SOW will ensure the timeliness, completeness, and accuracy of the solicitation document, yielding a higher quality deliverable.</p>			
<b>DEPARTMENTAL AND OTHER CONTACTS</b>	Silvia Gonzalez, Administrative Services Manager II (323) 343-0682 <a href="mailto:sgonzalez@coroner.lacounty.gov">sgonzalez@coroner.lacounty.gov</a>			



**COUNTY OF LOS ANGELES**  
**DEPARTMENT OF MEDICAL EXAMINER-CORONER**  
1104 N. MISSION RD, LOS ANGELES, CALIFORNIA 90033

**Jonathan R. Lucas, M.D.**  
Chief Medical Examiner-Coroner

December 10, 2019

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

Dear Supervisors:

**APPROVAL OF AN APPROPRIATION ADJUSTMENT TO DEVELOP A STATEMENT OF  
WORK FOR THE SOLICITATION  
OF A CASE MANAGEMENT SYSTEM  
(ALL DISTRICTS)  
(FISCAL YEAR 2019-20)  
(4-VOTES)**

**SUBJECT**

The Medical Examiner-Coroner (Department) requests the Board of Supervisors' (Board) approve an Appropriation Adjustment to a transfer \$125,000 from the Chief Information Officer's (CIO) Information Technology (IT) Legacy Modernization funding to the Medical Examiner-Coroner's Services and Supplies appropriation, to fund consulting services for the development of a Statement of Work (SOW) for the solicitation of a department case management system (CMS).

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve the attached appropriation adjustment to transfer \$125,000 from the Committed for IT Enhancements to the Medical Examiner-Coroner's Services and Supplies (S&S) appropriation.

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**Accreditations:**

*National Association of Medical Examiners (Provisional)*  
*California Medical Association-Continuing Medical Education*  
*Accreditation Council for Graduate Medical Education*

*American Society of Crime Laboratory Directors/LAB-International*  
*Peace Officer Standards and Training Certified*

*Law and Science Serving the Community*



## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

In October 2018, the Department embarked on a Business Process Improvement (BPI) review project that was funded by a Productivity Investment Fund grant. The BPI project reviewed the Department's decedent case management workflows and recommended improvements to enhance efficiency and service delivery. Additionally, a high-level IT-Fit Gap analysis of the Department's CMS was performed to determine whether the current CMS was appropriate for the future projected workflow. The goal was to identify which IT systems may continue to be utilized, augmented, or retired and which need to be replaced.

The findings of the IT-Fit Gap analysis concluded that the current legacy system needs to be retired. The current system is an outdated, twenty-plus year-old platform that cannot be modified and is no longer vendor-supported. The acquisition of a new CMS will resolve these deficiencies and will integrate with the Department's current Electronic Case File System chain of custody and document management solutions. Furthermore, an updated CMS will help to maintain the Department's accreditation with the National Association of Medical Examiners.

The Department does not possess sufficient software expertise nor personnel resources to develop a SOW for a CMS. The Department, therefore, requires the services of a consultant to develop a comprehensive SOW for the design, acquisition, implementation, and support of a state-of-the-art CMS solution. Having an expert consultant develop the SOW will ensure the timeliness, completeness, and accuracy of the solicitation document, yielding a higher quality deliverable.

## **Implementation of Strategic Plan Goals**

The recommended action aligns with County Strategic Plan Goal III, Realize Tomorrow's Government Today, through Strategy III.2.3, Prioritize and Implement Technology Initiatives That Enhance Service Delivery and Increase Efficiency: Support implementation of technological enhancements and acquisitions that increase efficiency (e.g. infrastructure, software, hardware, applications) including replacement of legacy systems. The recommended action also aligns with Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability by ensuring that resources are available to assist the Department in carrying out its mission, providing essential services to the public in a responsible, efficient, and strategic manner.

## **FISCAL IMPACT/FINANCING**

The cost of services provided by the consultant is not to exceed \$125,000. The County's IT Investment Board approved using the IT Legacy Modernization Fund to pay for

these services. Approval of the attached appropriation adjustment will allocate funding from obligated fund balance Committed for IT Enhancements to the Department for this purpose.

### **FACTS AND PROVISIONAL/LEGAL REQUIREMENTS**

There are no legal requirements or prohibitions to this recommended action.

County Counsel and CIO have reviewed this Board Letter and recommend approval.

### **CONTRACTING PROCESS**

The Department will utilize the Enterprise Services Master Agreement Program to solicit for and award a work order for the development of the SOW. The solicitation process is estimated to take approximately two months. The solicitation will be released and open for approximately two weeks. The evaluation and award of bid will take between four to six weeks.

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

Approval of the recommended action will allow the Department to complete the development of a SOW to replace the existing CMS with a new CMS that will provide improved security, support the life cycle of decedent case files, and adapt to the changing requirements and needs of the Department. The new CMS will ensure that the Department has the ability to track decedent case file activity, produce management reports, and assess responsiveness and outcomes.

Respectfully submitted,

Jonathan R. Lucas, MD  
Chief Medical Examiner-Coroner

JRL/slg

**(APPROVAL OF AN APPROPRIATION ADJUSTMENT TO DEVELOP A  
STATEMENT OF WORK FOR THE SOLICITATION  
OF A CASE MANAGEMENT SYSTEM)**

**FACT SHEET  
(MEDICAL EXAMINER-CORONER)**

**TARGETED BOARD AGENDA**

- December 10, 2019

**SUBJECT**

- The Medical Examiner-Coroner (Department) requests the Board of Supervisors' (Board) approve an Appropriation Adjustment to a transfer \$125,000 from the Chief Information Officer's (CIO) Information Technology (IT) Legacy Modernization funding to the Medical Examiner-Coroner's Services and Supplies appropriation, to fund consulting services for the development of a Statement of Work (SOW) for the solicitation of a department case management system (CMS).

**DESCRIPTION OF PROGRAM / ITEM**

- The Department of Medical Examiner-Coroner is requesting:
  - Approve and authorize an Appropriation Adjustment to transfer \$125,000 from the Committed for IT Enhancements account to the Medical Examiner-Coroner's Services and Supplies appropriation.

**AMOUNT / COST**

- The cost of services provided by the consultant is not to exceed \$125,000. The County's IT Investment Board approved the use of IT Legacy Modernization funding to pay for.

**FUNDING SOURCE**

- The funds transferred from the Committed for IT Enhancements Account will be the only funding source needed.

**FUNDING UTILIZED**

- No additional County costs will be incurred as a result of the recommended action.

**PURPOSE**

- In October 2018, the Department embarked on a Business Process Improvement (BPI) review project that was funded by a Productivity Investment Fund grant. The BPI project reviewed the Department's decedent case management workflows and recommended improvements to enhance efficiency and service delivery. Additionally, a high-level IT-Fit Gap analysis of the Department's CMS was performed to determine whether the current CMS was appropriate for the

future projected workflow. The goal was to identify which IT systems may continue to be utilized, augmented, or retired and which need to be replaced.

- The findings of the IT-Fit Gap analysis concluded that the current legacy system needs to be retired. The current system is an outdated, twenty-plus year-old platform that cannot be modified and is no longer vendor-supported. The acquisition of a new CMS will resolve these deficiencies and will integrate with the Department's current Electronic Case File System chain of custody and document management solutions. Furthermore, an updated CMS will help to maintain the Department's accreditation with the National Association of Medical Examiners.
- The Department does not possess sufficient software expertise nor personnel resources to develop a SOW for a CMS. The Department, therefore, requires the services of a consultant to develop a comprehensive SOW for the design, acquisition, implementation, and support of a state-of-the-art CMS solution. Having an expert consultant develop the SOW will ensure the timeliness, completeness, and accuracy of the solicitation document, yielding a higher quality deliverable.

## **CHANGES FROM PREVIOUS YEAR**

- This is a one-time transfer of funds to be used for consultant services to allow the Department to complete the development of a SOW to replace the existing case management system.

## **CHANGES TO DEPLOYMENT / STAFFING PLAN**

- N/A

## **ISSUES**

- N/A

## **SUCSESSES**

- Approval of the recommended action will allow the Department to complete the development of a SOW to replace the existing CMS with a new CMS that will provide improved security, support the life cycle of decedent case files, and adapt to the changing requirements and needs of the Department. The new CMS will ensure that the Department has the ability to track decedent case file activity, produce management reports, and assess responsivity and outcomes.

## **DISTRICTS IMPACTED**

- All Districts

## **CONTRACT PROCESS**

- The Department will utilize the Enterprise Services Master Agreement Program to solicit for and award a work order for the development of the SOW. The solicitation process is estimated to take approximately two months. The solicitation will be released and open for approximately two weeks. The evaluation and award of bid will take between four to six weeks.

## **CONTACT PERSON:**

- Silvia Gonzalez  
Administrative Services Manager II  
(323) 343-0682  
sgonzalez@coroner.lacounty.gov



November 04, 2019

COUNTY OF LOS ANGELES

**REQUEST FOR APPROPRIATION ADJUSTMENT**

DEPARTMENT OF MEDICAL EXAMINER - CORONER

**AUDITOR-CONTROLLER:**

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION.

**ADJUSTMENT REQUESTED AND REASONS THEREFORE****FY 2019-20****4 - VOTES****SOURCES****USES****GENERAL FUND**

A01-3052

COMMITTED FOR IT ENHANCEMENTS

**DECREASE OBLIGATED FUND BALANCE****125,000****MEDICAL EXAMINER - CORONER**

A01-ME-2000-19150

SERVICES &amp; SUPPLIES

**INCREASE APPROPRIATION****125,000****SOURCES TOTAL****\$ 125,000****USES TOTAL****\$ 125,000****JUSTIFICATION**

This budget adjustment is necessary to transfer \$125,000 from the Committed for IT Enhancements account to the Medical Examiner-Coroner's operating budget to hire a contractor to develop a Statement of Work for the Request for Proposals to replace the current legacy case management system.


  
**AUTHORIZED SIGNATURE**

Paul Parker, Chief Deputy Director

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

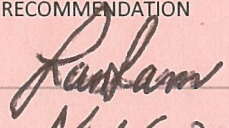
REFERRED TO THE CHIEF  
EXECUTIVE OFFICER FOR---☐ ACTION☒ RECOMMENDATION

AUDITOR-CONTROLLER

BY

B.A. NO. 075

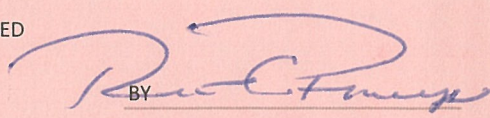
DATE

  
 Nov. 6, 2019
☒ APPROVED AS REQUESTED☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY

DATE

  
 11/7/19



## BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

<b>OPS CLUSTER AGENDA REVIEW DATE</b>	11/21/2019	
<b>BOARD MEETING</b>	12/10/2019	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	1 <sup>st</sup>	
<b>DEPARTMENT</b>	Public Works	
<b>SUBJECT</b>	Whittier Narrows Equestrian Center Refurbishment	
<b>PROGRAM</b>	Capital Programs	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	N/A	
<b>COST &amp; FUNDING</b>	Total cost: \$11,835,000	Funding source: \$6.75M Regional Park and Open Space Prop. A Grant \$4M net County cost \$1.085M Extraordinary Maintenance
	TERMS (if applicable):	
	Explanation:	
<b>PURPOSE OF REQUEST</b>	Public Works is seeking Board approval of the project, adoption of the Mitigated Negative Declaration, and authority to advertise for construction bids and award the construction contract for the Whittier Narrows Equestrian Center Refurbishment.	
<b>BACKGROUND (include internal/external issues that may exist)</b>	<p>The Whittier Narrows equestrian facility is located within the portion of the Whittier Narrows Recreation Area immediately adjacent to the San Gabriel River. The County has a long-term 50-year lease of the property from the United States Army Corps of Engineers (Corps) and is obligated to maintain the property in proper working order, inclusive of stormwater and environmental quality standards.</p> <p>The Board previously authorized Parks and Recreation to complete repairs and deferred maintenance to the existing equestrian facilities to keep the facility in operation (Phase 1) and authorized Public Works to complete the design for refurbishment and improvements to the entire facility (Phase 2).</p> <p>The proposed Phase 2 equestrian facility refurbishment will provide improved facilities for housing, care, and training of boarded horses and will help address concerns from the Corps related to flooding and stormwater runoff, including relocating structures out of the flood zone and capturing and treating stormwater runoff on-site before it reaches the San Gabriel River.</p> <p>The improvements are scheduled to begin in May 2020 and be completed by June 2021. The equestrian facility will remain open during construction and the contractor will be required to phase and coordinate construction activities with the County to maintain public access.</p>	
<b>DEPARTMENTAL AND OTHER CONTACTS</b>	Name, Title, Phone # & Email: <ul style="list-style-type: none"> <li>Gil Garcia, PW Principal Engineer, (626)300-2310, <a href="mailto:ggarcia@dpw.lacounty.gov">ggarcia@dpw.lacounty.gov</a></li> <li>Rogelio Gamino, CEO Analyst, (213)974-4048, <a href="mailto:rgamino@ceo.lacounty.gov">rgamino@ceo.lacounty.gov</a></li> </ul>	

December 10, 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:

**CONSTRUCTION CONTRACT  
PUBLIC BUILDINGS CORE SERVICE AREA  
WHITTIER NARROWS EQUESTRIAN CENTER  
REFURBISHMENT PROJECT  
ADOPT MITIGATED NEGATIVE DECLARATION AND  
MITIGATION MONITORING AND REPORTING PROGRAM  
APPROVE CAPITAL PROJECT AND BUDGET  
ADOPT YOUTH EMPLOYMENT PLAN  
ADOPT, ADVERTISE, AND AWARD  
SPECS. 7313; CAPITAL PROJECT NO. 87231  
(SUPERVISORIAL DISTRICT 1)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval of the project, adoption of the Mitigated Negative Declaration and the Mitigation Monitoring Reporting Program, and authorization to procure a construction contract for the Whittier Narrows Equestrian Center Refurbishment project.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Consider the Mitigated Negative Declaration for the proposed Whittier Narrows Equestrian Center Refurbishment project, together with any comments received during the public review process; find the Mitigated Negative Declaration reflects the independent judgment and analysis of the Board; adopt the Mitigation Monitoring and Reporting Program, finding that the Mitigation Monitoring and Reporting Program is adequately designed to ensure compliance with the mitigation measures during project implementation; and find on the basis of the whole record before the Board that there is no substantial evidence the project may have a significant effect on the environment; and adopt the Mitigated Negative Declaration.



2. Approve the proposed Whittier Narrows Equestrian Center Refurbishment project, Capital Project No. 87231, with a total project budget of \$11,835,000 for Phase 2.
3. Adopt plans and specifications that are on file with Public Works for construction of the Whittier Narrows Equestrian Center Refurbishment project at an estimated fair construction cost of \$8,500,000.
4. Instruct the Executive Officer of the Board of Supervisors to advertise the project for bids to be received and opened on January 30, 2020, in accordance with the Instruction Sheet for Publishing Legal Advertisements.
5. Authorize the Director of Public Works or his designee to execute a consultant services agreement with the apparent lowest responsive and responsible bidder to prepare a baseline construction schedule for a \$2,000 not-to-exceed amount funded by the existing project funds.
6. Adopt the Youth Employment Plan for the Whittier Narrows Equestrian Center Refurbishment project as required by the Los Angeles County Regional Park and Open Space District Procedural Guide.
7. Delegate authority to the Director of Public Works or his designee to make a determination that a bid is nonresponsive and to reject a bid on that basis; to waive inconsequential and nonmaterial deficiencies in bids submitted; and to determine, in accordance with applicable contract and bid documents, whether the apparent lowest responsive and responsible bidder has timely prepared a satisfactory baseline construction schedule and satisfied all conditions for contract award. Upon such determination, authorize the Director of Public Works or his designee to award and execute the construction contract, in the form previously approved by County Counsel, to the apparent lowest responsive and responsible bidder if the low bid can be awarded within the approved total project budget, and to take all other actions necessary and appropriate to deliver the project.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended actions will adopt the Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP); approve the capital project and budget; adopt the Youth Employment Plan (YEP); adopt plans and specifications; allow advertising for construction bids; and authorize Public Works to award and execute a construction contract for the proposed Whittier Narrows Equestrian Center Refurbishment project.

The Whittier Narrows equestrian facility is located within the Whittier Narrows Recreation Area at 12191 Rooks Road, Whittier, CA, 90601. The County has a long-term 50-year lease of the property from the United States Army Corps of Engineers and is obligated to maintain the property in proper working order, including compliance with stormwater and environmental quality standards. The equestrian facility includes horse barns for housing up to 200 boarded horses, 2 horse arenas, and a small restroom building.

On November 5, 2014, the Board established the Whittier Narrows Equestrian Center Refurbishment project with a preliminary budget of \$6,465,000, and authorized the Department of Parks and Recreation to complete repairs and deferred maintenance to the existing equestrian facilities using a Job Order Contract as part of the project (Phase 1) to keep the facility in operation while Public Works completed the design for refurbishment and improvements to the equestrian facility (Phase 2).

Parks and Recreation completed the Phase 1 repairs and deferred maintenance in December 2016 that included repair of the perimeter fencing, installation of four temporary pre-fabricated horse barns with water and electrical utilities, and repairs to the existing restroom and on-site security lighting.

The proposed Phase 2 equestrian facility refurbishment will provide improved facilities for housing, care, and training of boarded horses and will help address concerns from the Corps related to flooding and stormwater runoff at the facility, including relocating structures out of the flood zone and capturing and treating stormwater runoff on-site before it reaches the adjacent San Gabriel River.

The refurbishment work will include regrading of the entire site to alleviate the flooding potential; installation of several pre-fabricated structures to house up to 180 boarded horses, a covered wash rack, grooming stalls, storage structures, a restroom building, and an office building; construction of horse arenas and pens, bio-retention basins, parking areas, and horse trailer loading/unloading areas; renovation of the existing restroom building to comply with current Americans with Disabilities Act requirements; upgrade of existing site utilities; and security lighting, landscaping, and picnic area improvements throughout the facility.

The refurbishment work also includes the following six additive alternates: (1) a pre-fabricated metal equipment storage structure, (2) water heater and associated plumbing for the wash rack, (3) a 60-foot-diameter horse pen, (4) a 50-foot-box horse pen, (5) a new 180-foot by 124-foot horse arena, and (6) upgraded footing material for one of the new horse arenas. The additive alternates will be included in the construction contract award if the bid received can accommodate the alternates within the approved total project budget of \$11,835,000 for Phase 2.

To expedite construction of the equestrian facility refurbishment, Public Works is recommending that the Board authorize Public Works to award and execute a construction contract with the lowest responsive and responsible bidder if the low bid can be awarded within the approved total project budget of \$11,835,000 for Phase 2.

The proposed consultant services agreement requires the apparent lowest responsive and responsible bidder to prepare a baseline construction schedule that conforms to the County's schedule specification.

Construction of the improvements is scheduled to begin in May 2020 and be completed by June 2021.

#### Green Building/Sustainable Design Program

The project will support the Board's Green Building/Sustainable Design Program by incorporating water-efficient plumbing fixtures and energy-efficient electrical fixtures as part of the renovated and new facilities, and drought-tolerant landscaping and bio-retention basins for stormwater capture as part of the site improvements.

#### **Implementation of Strategic Plan Goals**

The County Strategic Plan directs the provisions of Strategy II.2, Support the Wellness of our Communities, Objective II.2.2, Expand Access to Recreational and Cultural Opportunities, and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, Objective III.3.2, Manage and Maximize County Assets. The recommended actions support the Strategic Plan by investing in public infrastructure that will enhance recreational and cultural opportunities for County residents and visitors and improve the operational effectiveness of an existing County asset.

#### **FISCAL IMPACT/FINANCING**

The total project cost for Phase 2 is estimated at \$11,835,000, including design, plan check, consultant services, construction, change order contingency, miscellaneous expenditures, civic art, and County services. Public Works' fair construction cost estimate for Phase 2 is \$8,500,000, not including \$342,500 for the additive alternates. The Project Schedule and Budget Summary are included in Enclosure A.

Sufficient appropriation is available in the Fiscal Year 2019-20 Capital Projects/Refurbishment Budget, under Capital Project No. 87231, to fully fund Phase 2 of the project. Phase 2 is funded with \$6,750,000 of County Excess Proposition A Funds available to the First District, \$4,000,000 net County cost allocated during the

FY 2014-15 Supplemental Changes Budget, and \$1,085,000 of Extraordinary Maintenance funds for a total of \$11,835,000.

#### Operating Budget Impact

The Whittier Narrows Equestrian Center is operated and maintained by a third party pursuant to a concessionaire agreement with Parks and Recreation, and Parks and Recreation does not anticipate any one-time start-up or ongoing operating costs following project completion.

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

In 2009, the Board, acting as the governing body of the Los Angeles County Regional Park and Open Space District, adopted the YEP for projects funded by the Safe Neighborhood Park Propositions of 1992 and 1996 (Proposition A). The District requires that the governing body of the grantee adopt a YEP for each Proposition A funded project at a duly noticed public meeting. Approval of the enclosed YEP (Enclosure B) will comply with the District's YEP.

In accordance with the Board's Civic Art Policy, the proposed project budget includes 1 percent of the eligible design and construction costs (\$92,000) to be allocated to the Civic Art Fund.

In accordance with the Board's consolidated Local and Targeted Worker Hire Policy, the project requires that at least 30 percent of the total California craft worker hours for construction of the project be performed by Local Residents, and at least 10 percent be performed by Targeted Workers facing employment barriers.

A standard construction contract will be used that contain terms and conditions supporting the Board's ordinances and policies, including but not limited to, the County's contract language to Assist in Placement of Displaced County Workers, and Notice of Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015).

The plans and specifications are on file with Public Works Business Relations and Contracts Division.

#### **ENVIRONMENTAL DOCUMENTATION**

An Initial Study was prepared for the project in compliance with the California Environmental Quality Act (CEQA). The Initial Study identified potentially significant

effects of the proposed project on biology, cultural resources, geology and soils, and tribal cultural resources. Prior to release of the proposed MND and Initial Study, revisions to the proposed project were made or agreed to that would avoid these effects or mitigate them to a point where clearly no significant effects would occur, as follows:

- **Biology:** Preconstruction Surveys for nesting birds are required if activities with the potential to disrupt nesting birds are scheduled to occur during the bird breeding season (February through August for raptors, and March through August for songbirds). A preconstruction nesting bird survey shall be conducted by a qualified biologist no more than three days prior to the start of construction activities. If no nesting birds are observed during the survey, site preparation and construction activities may begin. If nesting birds are found, including nesting raptors, coordination with the California Department of Fish and Wildlife shall take place.

Preconstruction Sensitive Wildlife Surveys shall be conducted no more than 14 days prior to the start of ground-disturbing activities. The survey shall take place regardless of nesting bird season timing and shall focus on identifying the presence of the least Bell's vireo, coastal California gnatcatcher, burrowing owl, and yellow-breasted chat within the project site and 500-foot buffer. If a special status species is identified, coordination with the appropriate agency (U.S. Fish and Wildlife Service and California Department of Fish and Wildlife), shall occur to develop suitable avoidance and minimization measures.

Prior to the commencement of project construction activities that will impact the jurisdictional features on the project site, authorization for impacts will be acquired through the permitting process from the Corps, Los Angeles Regional Water Quality Control Board, and California Department of Fish and Wildlife.

- **Cultural Resources:** In the event that archeological materials or subsurface deposits are exposed during ground disturbance activities, findings shall be evaluated by a qualified archaeologist in accordance with the existing law and appropriate treatment measures implemented, and in the event that human remains are encountered during project construction, the Department of Medical Examiner-Coroner shall be immediately contacted to determine whether or not investigation of the cause of death is required and to determine procedures for handling of remains in accordance with existing law. In addition, a qualified paleontologist will be hired during ground disturbance activities to monitor, evaluate, and curate any recovered paleontological specimens.

- **Geology and Soils:** Construction of the proposed project will be done in accordance with the project-specific geotechnical requirements and recommendations included in the final MND (Enclosure C) to mitigate potential liquefaction to the building foundations.
- **Tribal Cultural Resources:** Ground-disturbing activities shall be monitored by tribal monitors representing the Kizh Nation, Gabrielino/Tongva San Gabriel Band of Mission Indians, and the Gabrielino Tongva Indians of California Tribal Council. Based on soil conditions, the tribal monitors may conclude that there is little likelihood that archeological materials will be uncovered by construction activities. In this event, the tribal monitors may adjust the frequency of monitoring needed. The tribal monitors shall have the authority to temporarily halt construction operations within 60 feet of a Tribal Cultural Resource or a potential Tribal Cultural Resource to determine if significant or potentially significant resources will be adversely affected by continuing construction activities. Construction shall not take place within the delineated find area until the County consults with a qualified archaeologist and the Kizh Nation, Gabrielino/Tongva San Gabriel Band of Mission Indians, and the Gabrielino Tongva Indians of California Tribal Council.

The Initial Study and project revisions showed that there is no substantial evidence, in light of the whole record before the County, that the proposed project as revised may have a significant effect on the environment. Based on the Initial Study and project revisions, an MND was prepared for the proposed project. An MMRP (Section 5 of Enclosure C) was prepared to ensure compliance with the environmental mitigation measures included as part of the final MND during project implementation. There has been no change to the project or to the circumstances under which it will be undertaken that require recirculation under Section 15262 of the State CEQA Guidelines.

Public Notice was published in the *San Gabriel Valley Tribune* on December 10, 2018, pursuant to the California Public Resources Code Section 21092 and posted pursuant to Section 21092.3. During the 30-day comment period that started on December 10, 2018, and ended on January 10, 2019, no comments were received from members of the public. Comment letters were received from the following four public agencies: California Department of Transportation, California Department of Fish and Wildlife, California Department of Toxic Substances Control, and the Governor's Office of Planning and Research. All comments received, as well as responses to the comments, are contained in the final MND (Section 3.0 of Enclosure B) and have been sent to the commenting public agencies pursuant to Section 21092.5 of the California Public Resources Code.

In addition, all tribal cultural resources consultation requirements of CEQA have been met and documented. Of the three native American tribes that responded to the County's

project notification letter, only the Kizh Nation requested consultation under Assembly Bill 52, and the consultation was completed through agreement. The final MND includes a mitigation measure to avoid or minimize damaging effects on tribal cultural resources by requiring ground-disturbing activities to be monitored by tribal monitors representing the three native American tribes.

Also, since the proposed project is located on property owned and leased from the Corps for recreational and park purposes, and pursuant to the terms of the lease, Parks and Recreation is required to obtain approval from the Corps. Consistent with this requirement, the Corps is required to evaluate the proposed project in accordance with applicable Federal laws, regulations and policies. Therefore, an Environmental Assessment was prepared by the Corps to evaluate and analyze any potential environmental impacts that could result from the proposed project. The Corps completed the environmental review and determined the project would be considered as a categorical exclusion in compliance with Corps regulations. However, all identified environmental commitments in the environmental assessment will remain in place. The categorical exclusion was signed and approved by the Corps on August 6, 2019.

The location of the documents and other materials constituting the record of the proceedings upon which the Board's decision is based can be viewed at [https://parks.lacounty.gov/whittier\\_narrows\\_equestrian\\_center/](https://parks.lacounty.gov/whittier_narrows_equestrian_center/) and found at County of Los Angeles Public Works, Project Management Division I, 900 South Fremont Avenue, 5th Floor, Alhambra, California 91803.

The proposed project is not exempt from payment of a fee to the California Department of Fish and Wildlife pursuant to Section 711.4 of the Fish and Game Code to defray the costs of fish and wildlife protection and management incurred by the California Department of Fish and Wildlife.

Upon the Board's approval of the project and adoption of the Final MND, Public Works will file a Notice of Determination with the Registrar-Recorder/County Clerk in accordance with Section 21152(a) of the California Public Resources Code and pay the required fees.

### **CONTRACTING PROCESS**

Public Works completed the plans and specifications for Phase 2 using a Board-approved, on-call consultant contracted through Parks and Recreation and recommends that the Board adopt and advertise these documents for construction bids as required under the Public Contract Code. Advertising for construction bids will be in accordance with the enclosed County's standard Instruction Sheet for Publishing Legal Advertisements (Enclosure D). As requested by the Board on February 3, 1998, this

The Honorable Board of Supervisors  
December 10, 2019  
Page 9

contract opportunity will be listed on the "Doing Business with the County" and "Do Business with Public Works" websites.

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

Approval of the recommended actions will have no impact on current County services or projects. The Whittier Narrows Equestrian Center will remain in operation during construction and the contractor will be required to phase and coordinate construction activities with the County to maintain public access and operations at the equestrian facility.

**CONCLUSION**

Please return one adopted copy of this Board letter to Public Works, Project Management Division I.

Respectfully submitted,

MARK PESTRELLA  
Director of Public Works

MP:AKM:jc

Enclosures

c: Department of Arts and Culture  
Chief Executive Office (Capital Programs Division)  
County Counsel  
Executive Office  
Department of Parks and Recreation



## ENCLOSURE A

**WHITTIER NARROWS EQUESTRIAN CENTER  
REFURBISHMENT PROJECT  
ADOPT MITIGATED NEGATIVE DECLARATION AND  
MITIGATION MONITORING AND REPORTING PROGRAM  
APPROVE CAPITAL PROJECT AND BUDGET  
ADOPT YOUTH EMPLOYMENT PLAN  
ADOPT, ADVERTISE, AND AWARD  
SPECS. 7313; CAPITAL PROJECT NO. 87231**

### **I. PROJECT SCHEDULE**

<b>Project Activity</b>	<b>Scheduled Completion Date</b>
Construction Documents	05/07/19*
Jurisdictional Approvals	08/22/19*
Construction Award	04/02/20
Start Construction	05/04/20
Substantial Completion	06/30/21
Project Acceptance	08/31/21

\*Actual Completion Date

### **II. PROJECT BUDGET SUMMARY**

<b>Project Activity</b>	<b>Proposed Budget</b>
Construction	\$ 9,497,000
Plans and Specifications	\$ 725,000
Consultant Services	\$ 375,000
Miscellaneous Expenditures	\$ 2,000
Jurisdictional Review/Plan Check/Permits	\$ 148,000
County Services	\$ 1,088,000
<b>TOTAL</b>	<b>\$ 11,835,000</b>

## **ENCLOSURE B**

### **DEPARTMENT OF PARKS AND RECREATION WHITTIER NARROWS EQUESTRIAN CENTER REFURBISHMENT PROJECT SPECS. 7313; CAPITAL PROJECT NO. 87231 YOUTH EMPLOYMENT PLAN**

#### **Background**

The Whittier Narrows equestrian facility is located within the Whittier Narrows Recreation Area at 12191 Rooks Road, Whittier, CA, 90601.

The proposed equestrian facility refurbishment project will include regrading of the entire site to alleviate the flooding potential and improve stormwater drainage at the facility; removal of 3 temporary horse barns and relocation of 1 temporary horse barn to provide horse rentals for the general public; procurement and installation of several pre-fabricated structures, including 9 horse barns of various sizes to house up to 180 boarded horses, a covered wash rack, 8 grooming stalls, 2 metal storage structures, a 425-square-foot restroom building, and a 165-square-foot office building; construction of 3 horse arenas, 7 horse pens, a covered trash enclosure/dry material storage area, 5 on-site bio-retention basins, and asphalt and base paved access roads, parking areas, and horse trailer loading/unloading areas; renovation of the existing restroom building to comply with current Americans with Disabilities Act requirements; reconfiguration of the 2 existing horse arenas to accommodate a new horse trail around the perimeter of the facility; upgrade and extension of existing site utilities (power, water, and sewer), including installation of 6 new fire hydrants; and signage, security lighting, landscaping, irrigation, and picnic area improvements throughout the facility.

#### **Task(s) that may be Performed by At-Risk Youth**

Youth will be hired for final site clean-up and minor landscaping.

#### **Estimated Cost of Youth Employment**

The estimated budget for youth employment on this project is \$5,000.

#### **Youth Employment Goal**

The County of Los Angeles has met its Youth Employment Minimum Obligation of \$15,739,507, which was established under the provisions of the Regional Park and Open Space District policy on employment of at-risk youth. However, Parks and Recreation will continue to encourage contractors to employ at-risk youth on the projects funded by the Propositions A of 1992 and 1996.

**ENCLOSURE C**

**WHITTIER NARROWS EQUESTRIAN CENTER  
REFURBISHMENT PROJECT**

**MITIGATED NEGATIVE DECLARATION AND  
MITIGATION MONITORING AND REPORTING PROGRAM**

**(SEE ENCLOSURE)**

**ENCLOSURE D**

**WHITTIER NARROWS EQUESTRIAN CENTER  
REFURBISHMENT PROJECT  
ADOPT MITIGATED NEGATIVE DECLARATION AND  
MITIGATION MONITORING AND REPORTING PROGRAM  
APPROVE CAPITAL PROJECT AND BUDGET  
ADOPT YOUTH EMPLOYMENT PLAN  
ADOPT, ADVERTISE, AND AWARD  
SPECS. 7313; CAPITAL PROJECT NO. 87231**

PUBLISHING LEGAL ADVERTISEMENTS: In accordance with the State of California Public Contract Code Section 20125, you may publish once a week for 2 weeks in a weekly newspaper or ten times in a daily newspaper. Forward three reprints of this advertisement to Public Works Business Relations and Contracts Division, 900 South Fremont Avenue, 8th Floor, Alhambra, California 91803-1331.

**OFFICIAL NOTICE  
INVITING BIDS**

Notice is hereby given that the Director of Public Works will receive sealed bids for furnishing all materials, labor, and equipment required to complete construction for the following work:

<b><u>SD</u></b>	<b><u>SPECS</u></b>	<b><u>PROJECT</u></b>	<b><u>DATE OF BID OPENING</u></b>
1	7313	Whittier Narrows Equestrian Center Refurbishment Project 12191 Rooks Road Whittier, CA 90601	January 30, 2020

Copies of the project manual and drawings may be downloaded free of charge from the County of Los Angeles, Public Works website (<http://dpw.lacounty.gov/go/constructioncontracts>). For bid information, please contact Mr. Sami Gharib of Business Relations and Contracts Division at (626) 458-2552. Each bid shall be submitted on the required form, sealed, and filed at the Cashier's office no later than 2 p.m. on the date indicated. Bids will be publicly opened, examined, and declared by Public Works at 2:30 p.m. on this date in the conference rooms at 900 South Fremont Avenue, Alhambra, California 91803.

This project requires the general contractor firm to possess an A or B license classification at the time of bid.

The general contractor and all of its subcontractors of any tier shall be required to pay prevailing wages to all workers employed in the execution of the project in accordance with Labor Code Section 1770. Copies of the prevailing rate per diem wages are on file at Public Works, which shall be made available to any interested party upon request.

### **PREBID CONFERENCE**

Public Works Project Management Division I will hold a prebid conference at 10 a.m., on December 19, 2019, at the project site, 12191 Rooks Road, Whittier, California 91803, to provide information on the scope of work and answer basic questions from the potential bidders. Detailed questions or additional information must be submitted in writing to Mr. Sami Gharib with Public Works Business Relations and Contracts Division at Fax No. (626) 979-5311 or you may contact him at (626) 458-2552.

### **OTHER INSTRUCTIONS**

The County supports and encourages equal opportunity contracting. The contractor shall make good faith efforts as defined in Section 2000 of the Public Contract Code relating to contracting with Community Business Enterprises.

The Board of Supervisors reserves the right to reject any or all bids or to waive technical or inconsequential errors and discrepancies in bids submitted in the public's interest.



Individuals requiring reasonable accessibility accommodations may request written materials in alternate formats, physical accessibility accommodations, sign language interpreters or other reasonable accommodations by contacting our departmental Americans with Disabilities Act Coordinator at (626) 458-4081, from 7:30 a.m. to 5 p.m., Monday through Thursday (excluding holidays). Persons who are deaf or hard of hearing may make contact by first dialing the California Relay Service at 7-1-1. Requests should be made at least one week in advance to ensure availability. When making a reasonable accommodation request, please reference **[PJ-I]**.



Individuos que requieran acomodamiento razonable accesible pueden solicitar materiales escritos en formatos alternativos, acomodamiento fisico accesible, intérpretes en lenguaje de señas Americano ú otros acomodamientos razonables comunicándose con nuestro Coordinador Departamental del Acto de Americanos con Incapacidades al (626) 458-4081, de 7:30 a.m. a 5 p.m., Lunes a Jueves (excluyendo días festivos).

Personas sordas o con problemas auditivos pueden comunicarse primero marcando al Servicio de Difusión de California al 7-1-1. Solicitudes pueden hacerse por lo menos una semana antes para asegurar disponibilidad. Cuándo se haga una petición razonable para acomodo, por favor mencione **[PJ-I]**. Si necesita información en español, por favor llame al Telefono (626) 458-2563.

By order of the Board of Supervisors of the County of Los Angeles, State of California,  
dated December 10, 2019.

Specs. 7313      CELIA ZAVALA, EXECUTIVE OFFICER  
                         OF THE BOARD OF SUPERVISORS  
                         OF THE COUNTY OF LOS ANGELE