



County of Los Angeles
Chief Executive Office

PUBLIC SAFETY CLUSTER AGENDA REVIEW MEETING

SACHI A. HAMAI
Chief Executive Officer

DATE: Wednesday, May 6, 2020
TIME: 10:00 a.m.

**DUE TO CLOSURE OF ALL COUNTY BUILDING, TO PARTICIPATE IN THE MEETING CALL
TELECONFERENCE NUMBER: (323) 776-6996 ID: 677347661#**

AGENDA

Members of the Public may address the Public Safety 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**
2. **INFORMATIONAL ITEM(S)** [Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:
 - A. Board Letter:
AMENDMENT TO SOLE SOURCE AGREEMENT 77285 WITH CERNER CORPORATION TO PROVIDE A PROBATION ELECTRONIC MEDICAL RECORDS SYSTEM (PEMRS)
Speaker(s): Robert Smyth and Jim Green (Probation)
3. **PRESENTATION/DISCUSSION ITEM(S):**
 - A. Board Letter:
APPROVE LICENSING AGREEMENT WITH TOYOTA MOTOR SALES, U.S.A., INC. FOR EXCHANGE OF SERVICES
Speaker(s): Christopher Anderson and Anthony Marrone (Fire)
4. **PUBLIC COMMENT**
(2 minutes each speaker)
5. **ADJOURNMENT**
6. **UPCOMING ITEMS:**
 - A. Board Letter:
ADOPT RESOLUTION TO AUTHORIZE PARTICIPATION IN THE CALIFORNIA BOATING SAFETY AND ENFORCEMENT FINANCIAL AID PROGRAM FOR FISCAL YEAR 2020-21
Speaker(s): Christopher Anderson (Fire)

Wednesday, May 6, 2020

- B.** Board Letter:
ADVANCE NOTIFICATION OF INTENT TO ENTER INTO NEGOTIATIONS FOR A
SOLE SOURCE AMENDMENT TO EXTEND AGREEMENT NUMBER 77869 WITH
IDEMIA IDENTITY & SECURITY USA, LLC TO PROVIDE CONTINUED LIVESCAN
SYSTEM MAINTENANCE AND SUPPORT SERVICES
Speaker(s): Derek Sabatini and Angelo Faiella (Sheriff)



COUNTY OF LOS ANGELES PROBATION DEPARTMENT

9150 EAST IMPERIAL HIGHWAY – DOWNEY, CALIFORNIA 90242
(562) 940-2728



RAY LEYVA
Interim Chief Probation Officer

May 19, 2020

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:

**AMENDMENT TO SOLE SOURCE AGREEMENT 77285 WITH CERNER
CORPORATION TO PROVIDE A PROBATION ELECTRONIC MEDICAL RECORDS
SYSTEM (PEMRS)**

(ALL SUPERVISORIAL DISTRICTS)

(3 VOTES)

CIO RECOMMENDATION:

APPROVE (X) APPROVE WITH MODIFICATION () DISAPPROVE ()

SUBJECT:

Approval of an amendment to Agreement Number 77285 (Agreement) with Cerner Corporation (Cerner) for the Probation Electronic Medical Records System (PEMRS) to exercise the County's option to extend the Agreement for the second thirty-six (36) month option, and increase the maximum contract sum to account for the additional three years of maintenance, support, hosting, and professional services.

IT IS RECOMMENDED THAT THE BOARD:

Approve and authorize the Interim Chief Probation Officer, or his designee, to execute an Amendment, substantially similar to the attached (Attachment I), to the sole source Agreement Number 77285 with Cerner Corporation, upon approval as to form by County Counsel, to exercise the County's option to extend the Agreement term for a second thirty-six (36) months, through May 31, 2023, and to increase the maximum contract sum by \$6,978,700 to \$31,846,508, which consists of (i) PEMRS ongoing software maintenance

and support, hosting, security, upgrades implementation, application management services, and (ii) an allocation of additional pool dollars for the acquisition of professional services over the remainder of the Agreement term, including but not limited to assisting with implementation of an upgrade of the PEMRS software due to end of life of the existing software version, to enhance the PEMRS software, to develop interfaces to other systems, and to create custom reports in response to the California Department of Justice's audit findings.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Background

PEMRS was implemented on September 22, 2011, as an electronic medical record system for detained minors in the care and custody of the Los Angeles County Probation Department (Probation). PEMRS is a three-Department collaboration between the Department of Health Services (DHS), the Department of Mental Health (DMH), and Probation. PEMRS was established to manage healthcare in juvenile halls and camps in compliance with the Department of Justice Settlement Agreements dated August 14, 2004, and October 31, 2008. Probation staff use PEMRS to perform intake screening, make medical and mental health referrals, and document medication administration. DHS and DMH use PEMRS to support clinical workflow and to capture and manage clinical documentation. The hosting, maintenance, support, licenses, and professional services for PEMRS are necessary to support the collaborative multi-agency health and mental health service delivery and continue compliance with the settlement agreements.

On May 16, 2017, your Board authorized the first option to extend the Agreement for thirty-six (36) months and increased the Agreement sum to provide for continued maintenance, support, hosting, and professional services for PEMRS during this period. This thirty-six (36) months extension allowed Probation to continue to use PEMRS to manage healthcare in juvenile halls and camps.

Recommendation

The purpose of the recommended action is to authorize the Interim Chief Probation Officer, or his designee, to execute an Amendment to exercise the second option to extend the Agreement for thirty-six (36) months through May 31, 2023, and increase the maximum contract sum to (i) continue PEMRS maintenance, support, and hosting and (ii) allocate additional pool dollars for acquisition of professional services, including but not limited to implementation of an upgrade to the software code due to end of life of the existing software version and to develop an interface to the California Immunization Registry to document the immunizations a youth has received and to determine what immunizations a youth may need to maintain complete immunization status. The interface would allow accurate recording of historical immunization information within PEMRS so

that a provider would not have to go to an additional system to look up immunization history.

PEMRS includes customizations and workflows specific to the healthcare services provided by DHS Juvenile Court Health Services in Probation's juvenile halls and camps, providing clinicians and other users with the ability to track medication dispensing and the overall health condition of the minors. It has been customized and configured to meet the County's practices and processes in Probation juvenile halls and camps. The recommended action will allow Probation to continue to operate PEMRS as the strategy for creating an integrated electronic health record system continues to be considered Countywide.

The Agreement has two optional thirty-six (36) month extensions and Probation has delegated authority to extend the Agreement, but there was no delegation of authority to increase the contract sum under the Agreement to account for the extended term.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended action is consistent with the County of Los Angeles Strategic Plan Goal III: Realize Tomorrow's Government Today. Specifically, it will address Strategy III3 to Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

PEMRS enables Probation, DHS, and DMH to collaborate in providing quality health and mental health care for youth in juvenile halls and camps.

FISCAL IMPACT/FINANCING

The maximum additional cost as a result of the Amendment is \$6,978,700 over the three-year extended period, which includes: \$6,438,624 for continuing ongoing support, maintenance, and hosting, and \$540,076 in pool dollars for optional professional services that may be required by County during the remaining term of the Agreement.

The Probation Department has ongoing funding of \$6,978,700 over the thirty-six (36) months extended period and will adjust the annual budget accordingly as required to support the contract services. The maximum contract sum of \$31,846,508 shown in this Amendment fixes a clerical error reflected in the prior amendment sent to your Board on May 16, 2017.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

All terms and conditions included in the existing Agreement will continue to apply following execution of the proposed Amendment. County Counsel has reviewed the proposed Amendment and approved it as to form.

The CIO has reviewed this Board Letter and recommends approval. The CIO further determined that a CIO Analysis is not required for the recommended action.

CONTRACTING PROCESS

On June 1, 2010, your Board authorized the Chief Probation Officer to enter into Sole Source Agreement Number 77285 (Agreement) with Cerner Corporation to provide the Probation Electronic Medical Records System (PEMRS). The maximum contract sum for the initial term of the Agreement of June 1, 2010 through May 31, 2017, is \$17,003,408, with an option to extend the initial term for up to two (2) additional and consecutive 36-month periods pursuant to the authority delegated to the Chief Probation Officer. On May 16, 2017, your Board approved the first 36-month optional extension from June 1, 2017 through May 31, 2020 increasing the contract sum in the amount of \$7,486,593, for continued maintenance, support, hosting, and professional services regarding PEMRS.

IMPACT ON CURRENT SERVICES

This proposed Amendment will allow Probation to continue to receive uninterrupted maintenance, support services, and hosting services for its electronic medical record system. While continuing to manage medical records with PEMRS, the Probation Department will work closely with DHS, DMH, the Sheriff's Department, the CIO, and the Chief Executive Office to further develop a strategy to streamline, link, consolidate, and integrate to the County's electronic medical record systems to simplify care coordination and ensure the highest efficiency and value.

Respectfully submitted,

Reviewed by:

RAY LEYVA
Interim Chief Probation Officer

WILLIAM S. KEHOE
Chief Information Officer

RL:TH:ds
Enclosures

c: Executive Officer
Chief Executive Office
County Counsel

AMENDMENT NUMBER TWELVE
TO AGREEMENT
BY AND BETWEEN
THE COUNTY OF LOS ANGELES
AND
CERNER CORPORATION
FOR
PROBATION ELECTRONIC MEDICAL RECORDS SYSTEM

This Amendment Number Twelve (hereinafter "Amendment No. 12") is entered into this _____ day of _____, 2020 (hereinafter "Amendment No. 12 Effective Date") by and between the County of Los Angeles (hereinafter "COUNTY") and Cerner Corporation (hereinafter "CONTRACTOR") and amends that certain Agreement Number 77285, dated June 1, 2010, by and between COUNTY and CONTRACTOR for a Probation Electronic Medical Records System (as further defined in the Agreement, "PEMRS") for the benefit of COUNTY and its Probation, Health Services and Mental Health Departments, as modified by all Amendments and Change Notices thereto, including without limitation by this Amendment No. 12 (hereinafter together with all Exhibits and Attachments thereto, all as amended prior to the Amendment No. 12 Effective Date, "Agreement").

WHEREAS, CONTRACTOR has developed and implemented and has been hosting, maintaining and supporting PEMRS along with necessary Tailoring pursuant to the terms and conditions of the Agreement; and

WHEREAS, the term of the Agreement expires on May 31, 2020; and

WHEREAS, COUNTY desires, with CONTRACTOR's approval: (1) pursuant to Paragraph 5 (Term) of the body of the Agreement, to exercise the second option to extend the term for thirty-six (36) months past current expiration date of May 31, 2020, through May 31, 2023; (2) to move Implementation Pool Dollar to OPS Pool Dollars, and increase the available OPS Pool Dollars under the Agreement; (3) to increase the Contract Sum under the Agreement accordingly; and (4) to make the other amendments specified in this Amendment No. 12; and

WHEREAS, this Amendment No. 12 is entered into in accordance with the applicable provisions of Paragraph 6 (Change Notices and Amendments) of the body of the Agreement;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY and CONTRACTOR hereby agree to amend the Agreement as follows:

1. Pursuant to Paragraph 5 (Term) of the body of the Agreement, COUNTY is hereby exercising the second option to extend the term of the Agreement for thirty-six (36) months past current expiration date of May 31, 2020, through May 31, 2023.
2. AMENDMENTS TO BODY OF THE AGREEMENT: As of the Amendment No. 12 Effective Date, the body of the Agreement is amended as follows:
 - a. Paragraph 7.1 (General) under Paragraph 7 (Contract Sum) of the body of the

Agreement is deleted in its entirety and replaced with the following:

7.1 General

7.1.1 Subject to Subparagraph 2.4 (Approval of Work) and Subparagraph 4.2 (Unapproved Work), Paragraph 9 (Acceptance of System by COUNTY), the "Contract Sum" under this Agreement, including, without limitation, OPS Pool Dollars, Implementation Pool Dollars and all applicable taxes, shall not exceed thirty one million, eight hundred forty six thousand, five hundred and eight dollars (\$31,846,508), which amount is allocated as set forth on Exhibit B (Schedule of Payments). The Contract Sum is the maximum monetary amount payable by COUNTY to CONTRACTOR for supplying all the tasks, subtasks, Deliverables, goods, services, and other work specified under this Agreement during the term of the Agreement, including the Initial Term and any exercised Extended Term(s), as shown on Exhibit B (Schedule of Payments).

7.1.2 CONTRACTOR acknowledges that all tasks, subtasks, Deliverables, goods, services and other work specified under this Agreement are payable on a firm, fixed price basis in accordance with the terms and conditions of this Agreement, including but not limited to Paragraphs 4 (Work), 7 (Contract Sum) and 8 (Invoices and Payments). Without limiting the foregoing, the Contract Sum shall not be increased for any costs or expenses whatsoever of CONTRACTOR, and may be modified only pursuant to an Amendment to this Agreement pursuant to Subparagraph 6.3. Notwithstanding any provision of this Agreement to the contrary, CONTRACTOR shall perform and complete all work set forth in this Agreement in exchange for the amounts to be paid to CONTRACTOR as set forth in this Agreement.

3. DEFINITIONS:

The Agreement is hereby incorporated by reference, and all of its terms and conditions, including capitalized terms defined therein including this Amendment No. 12, shall be given full force and effect as if fully set forth herein.

4. AMENDMENTS TO EXHIBITS AND ATTACHMENTS:

- A. Effective as of January 1, 2018, CONTRACTOR's Cerner ProVision Document Imaging (CPDI) no longer includes batch scanning services functionality. Therefore, as of such date, all references in Attachments B (Schedule of PEMRS Software) and C (Related Contractor Software Product Descriptions) to Exhibit A (Statement of Work), together with their respective attachments, to Cerner ProVision Document Imaging (CPDI) are deemed to exclude the following:

INT_A7E_VY01-600K MNT: Integrated Image vol 600K
INT_ASC7_C005-001U MNT: Integrated 1 ACIS remote
INT_A7E_VY01-600K MNT: Integrated Image vol 600K
INT_ASC7ENT_T025-0 MNT: Integrated Remote Full St
INT_ASC7ENT_T025-0 MNT: Integrated Remote Full St
INT_ASC7_C005-001U MNT: Integrated 1 ACIS remote
INT_ASC7_T003-0207 MNT: Integrated Auto Import Mo
INT_ASC7_T003-0207 MNT: Integrated Auto Import Mo
EE#T024-005U-CER MNT: 5 concurrent stations
EE#T024-020U-CER MNT: 20 concurrent stations

Additionally, Exhibit B (Schedule Payments) and Schedules II (System Maintenance Fees and III (Remote Hosting Services and P2Sentinel Security Services Fees) to Exhibit D (Service Level Agreement), all as amended and restated by this Amendment No. 12, reflect reductions agreed to by the parties in fees for System maintenance and Remote Hosting Services.

- B. Exhibit B (Schedule of Payments) to the agreement is deleted in its entirety and replaced with amended and restated Exhibit B, attached hereto and incorporated by reference.
- C. Schedule II (System Maintenance Fees) to Exhibit D (Service Level Agreement) to the Agreement is deleted in its entirety and replaced with amended and restated Schedule II (System Maintenance Fees) to Exhibit D (Service Level Agreement), attached hereto and incorporated by reference.
- D. Schedule III (Remote Hosting Services and P2Sentinel Security Services Fees) to Exhibit D (Service Level Agreement) to the Agreement is deleted in its entirety and replaced with amended and restated Schedule III (Remote Hosting Services and P2Sentinel Security Services Fees) to Exhibit D (Service Level Agreement), attached hereto and incorporated by reference.
- E. Schedule IV (Upgrades Implementation Services Fees) to Exhibit D (Service Level Agreement) to the Agreement is deleted in its entirety and replaced with amended and restated Schedule IV (Upgrades Implementation Services Fees) to Exhibit D (Service Level Agreement), attached hereto and incorporated by reference.
- F. Schedule V (Application Management Services (AMS) Fees) to Exhibit D (Service Level Agreement) to the Agreement is deleted in its entirety and replaced with amended and restated Schedule V (Application Management Services (AMS) Fees) to Exhibit D (Service Level Agreement) attached hereto and incorporated by reference.

5. AUTHORIZATION WARRANTY:

COUNTY and CONTRACTOR hereby represent and warrant that the person executing this Amendment No. 12 on behalf of each party is an authorized agent of such party having actual authority to bind such party to every term, condition and obligation of this Amendment No. 12, and that all requirements of such party have been fulfilled to provide such person with actual authority.

6. GOVERNING LAW:

This Amendment No. 12 shall be governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be performed within that State.

7. NO OTHER AMENDMENTS:

Except as provided in this Amendment No. 12, all other terms and conditions of the Agreement shall remain unchanged and in full force in effect.

IN WITNESS WHEREOF, County and Contractor by their duly authorized signatures have caused this Amendment No. 12 to Agreement Number 77285 to be effective on the day, month and year first above written.

COUNTY OF LOS ANGELES:

By _____
Ray Leyva
Interim Chief Probation Officer

CONTRACTOR: Cerner Corporation

By _____
Signature

Print Name

Title

APPROVED AS TO FORM:

Mary C. Wickham
County Counsel

By _____
Nancy M. Takade
Principal Deputy County Counsel

RECOMMENDED:

William Kehoe
Chief Information Officer

By _____

EXHIBIT B

SCHEDULE OF PAYMENTS

RESTATED UNDER AMENDMENT NO. 12

May 2020

EXHIBIT B SCHEDULE OF PAYMENTS

Capitalized terms used in this Exhibit B without definition have the meaning given to such terms in the body of the Agreement and if not defined therein, in the body of Exhibit A (Statement of Work).

| Phase 1 System Deliverable | | | Remote Hosting Services Milestone | | | Holdback Amount | Payment Upon Approved Invoice |
|----------------------------|--|-------------------------|-----------------------------------|---|-----------------------|-----------------|-------------------------------|
| Deliverable Number | Deliverable Description | Deliverable Fixed Price | Deliverable Number | Description | Milestone Fixed Price | | |
| 1.1 | Project Preparation Session | | | | | | |
| 1.2 | Confirmed and Updated PEMRS Assessment | | | | | | |
| 1.3 (Key) | Project Control Document (PCD) | \$84,000 | | | | \$8,400 | \$75,600 |
| | | | 1.4 | CONTRACTOR Delivery and Certification of Remote Hosting Services Plan and First Quarter Remote Hosting Services | \$241,500 | | \$241,500 |
| 2.1 | MethodM Project Kickoff Event | | | | | | |
| 2.2 | Project Status Reports | | | | | | |
| 3.1 | Trained COUNTY Staff | | | | | | |

| Phase 1 System Deliverable | | | Remote Hosting Services Milestone | | | Holdback Amount | Payment Upon Approved Invoice |
|----------------------------|--|-------------------------|-----------------------------------|--|-----------------------|-----------------|-------------------------------|
| Deliverable Number | Deliverable Description | Deliverable Fixed Price | Deliverable Number | Description | Milestone Fixed Price | | |
| 3.2 | Clinical and Business Processes Analysis | | | | | | |
| 3.3 (Key) | Conceptual Design Document | \$158,760 | | | | \$15,876 | \$142,884 |
| | | | 4.1 | CONTRACTOR Tested and Certified Build Domain | \$400,000 | \$40,000 | \$360,000 |
| 4.2 | CONTRACTOR Delivered, Prepared, Configured, Tested and Certified CONTRACTOR-owned Hardware and Operating Software at COUNTY Facilities required for the System Software to perform in accordance with the Specifications and the Agreement | | | | | | |
| 4.3 | CONTRACTOR Installed, Tested and Certified PEMRS Networking Equipment and Communications Infrastructure | | | | | | |
| 4.4 (Key) | CONTRACTOR Installed, Tested and Certified Phase | \$158,760 | | | | \$15,876 | \$142,884 |

| Phase 1 System Deliverable | | | Remote Hosting Services Milestone | | | Holdback Amount | Payment Upon Approved Invoice |
|----------------------------|---|-------------------------|-----------------------------------|--|-----------------------|-----------------|-------------------------------|
| Deliverable Number | Deliverable Description | Deliverable Fixed Price | Deliverable Number | Description | Milestone Fixed Price | | |
| | 1 System Application Software Modules | | | | | | |
| | | | 4.5 | CONTRACTOR Certification of Second Quarter Remote Hosting Services | \$241,500 | | \$241,500 |
| 5.1 | Medical Devices Interfaces (MDIs) Specifications | \$11,544 | | | | \$1,154 | \$10,390 |
| 5.2 | External Systems Interfaces Specifications | \$67,405 | | | | \$6,741 | \$60,664 |
| 6.1.1 (Key) | Design Documentation for each Phase 1 System Application Software Module | \$981,011 | | | | \$98,101 | \$882,910 |
| 6.1.2 | Built and Unit Tested Each Phase 1 System Application Software Module | \$735,759 | | | | \$73,576 | \$662,183 |
| 6.1.3 | System Tested Each Phase 1 System Application Software Module | \$490,506 | | | | \$49,051 | \$441,455 |
| | | | 6.1.4 | CONTRACTOR Certification of Third Quarter, | \$241,500 | | \$241,500 |

| Phase 1 System Deliverable | | | Remote Hosting Services Milestone | | | Holdback Amount | Payment Upon Approved Invoice |
|----------------------------|--|-------------------------|-----------------------------------|--|-----------------------|-----------------|-------------------------------|
| Deliverable Number | Deliverable Description | Deliverable Fixed Price | Deliverable Number | Description | Milestone Fixed Price | | |
| | | | | Remote Hosting Services | | | |
| 6.2.1 | Integration Test Plans and Test Scripts for the Phase 1 System | | | | | | |
| 6.2.2 (Key) | Successful Integration Test Results for the Phase 1 System | \$245,253 | | | | \$24,525 | \$220,728 |
| | | | 6.2.3 | CONTRACTOR Certification of Fourth Quarter Remote Hosting Services | \$241,500 | | \$241,500 |
| 6.3.1 | System Cutover and Conversion Plan for the Phase 1 System | | | | | | |
| 6.3.2 | Verified System Cutover and Conversion Plan for the Phase 1 System | | | | | | |
| | | | 6.3.3 | CONTRACTOR Certification of Fifth Quarter Remote Hosting Services | \$241,500 | | \$241,500 |

| Phase 1 System Deliverable | | | Remote Hosting Services Milestone | | | Holdback Amount | Payment Upon Approved Invoice |
|----------------------------|--|-------------------------|-----------------------------------|-------------|-----------------------|-----------------|-------------------------------|
| Deliverable Number | Deliverable Description | Deliverable Fixed Price | Deliverable Number | Description | Milestone Fixed Price | | |
| 6.4.1 | Documented Training Classes and Training Materials for the Phase 1 System | | | | | | |
| 6.4.2 | Trained COUNTY Trainers for the Phase 1 System | | | | | | |
| 6.4.3 | Completed Supplemental Training for the Phase 1 System | \$211,000 | | | | \$21,100 | \$189,900 |
| 6.4.4 | Completed Creation of Training Data for the Phase 1 System | \$13,350 | | | | \$1,335 | \$12,015 |
| 6.5 | Reference Documentation for the Phase 1 System | | | | | | |
| 6.6 (Key) | Successfully Conducted User Acceptance Testing of the Phase 1 System | \$158,760 | | | | \$15,876 | \$142,884 |
| 6.7 (Key) | Production Use of the Phase 1 System at all COUNTY Facilities (Sum of Holdback Amounts for Remote Hosting Service Initiation Fee) | \$40,000 | | | | | \$40,000 |
| 6.8 | Post-Implementation Review Report for the Phase 1 | | | | | | |

| Phase 1 System Deliverable | | | Remote Hosting Services Milestone | | | Holdback Amount | Payment Upon Approved Invoice |
|----------------------------|--|-------------------------|-----------------------------------|-------------|-----------------------|-----------------|-------------------------------|
| Deliverable Number | Deliverable Description | Deliverable Fixed Price | Deliverable Number | Description | Milestone Fixed Price | | |
| | System | | | | | | |
| 6.9 (Key) | Production Use of the Phase 1 System for Thirty (30) Consecutive Days with No Deficiencies at all COUNTY Facilities (Sum of Holdback Amounts for Phase 1 System Deliverables) | \$276,466 | | | | | \$276,466 |
| 7.0.1 (Key) | Revised and Updated Project Control Document (PCD) for each Optional Phase System 1 | | | | | | |
| 7.0.2 (Key) | Updated Exhibit G (PEMRS Assessment) and its attachments, the Onsite Workflow Assessment (OWA), Specifications, Exhibit D (Service Level Agreement), Specified Hardware and Operating Software, and Conceptual | | | | | | |

¹ Work performed under Task 7 (Optional Phase System Application Software Development) will require the application of an Amendment under Paragraph 6 of the body of the Agreement.

| Phase 1 System Deliverable | | | Remote Hosting Services Milestone | | | Holdback Amount | Payment Upon Approved Invoice |
|----------------------------|--|-------------------------|-----------------------------------|-------------|-----------------------|-----------------|-------------------------------|
| Deliverable Number | Deliverable Description | Deliverable Fixed Price | Deliverable Number | Description | Milestone Fixed Price | | |
| | Design Document for each Optional Phase System | | | | | | |
| 7.0.3 | Updated Interface Design for each Optional Phase System | | | | | | |
| 7.1.1 (Key) | Design Documentation for each Optional Phase System | | | | | | |
| 7.1.2 | Built and Unit Tested each Optional Phase System | | | | | | |
| 7.1.3 | System Tested each Optional Phase System | | | | | | |
| 7.2.1 | Integration Test Plans and Test Scripts for each Optional Phase System | | | | | | |
| 7.2.2 (Key) | Successful Integration Test Results for each Optional Phase System | | | | | | |
| 7.3.1 | System Cutover and Conversion Plan for each Optional Phase System | | | | | | |
| 7.3.2 | Verified System Cutover and Conversion Plan for each Optional Phase System | | | | | | |

| Phase 1 System Deliverable | | | Remote Hosting Services Milestone | | | Holdback Amount | Payment Upon Approved Invoice |
|----------------------------|--|-------------------------|-----------------------------------|-------------|-----------------------|-----------------|-------------------------------|
| Deliverable Number | Deliverable Description | Deliverable Fixed Price | Deliverable Number | Description | Milestone Fixed Price | | |
| 7.4.1 | Documented Training Classes and Training Materials for each Optional Phase System | | | | | | |
| 7.4.2 | Trained COUNTY Trainers for each Optional Phase System | | | | | | |
| 7.5 | Reference Documentation for each Optional Phase System | | | | | | |
| 7.6 (Key) | Successfully Conducted User Acceptance Testing of Each Optional Phase System | | | | | | |
| 7.7 | Production Use of each Optional Phase System at all COUNTY Facilities | | | | | | |
| 7.8 | Post-Implementation Review Report for each Optional Phase System | | | | | | |
| 7.9 (Key) | Production Use of each Optional Phase System for Thirty (30) Consecutive Days with No Deficiencies at all COUNTY Facilities | | | | | | |
| 8.1 | Documented Technical Configuration and Plan for the | | | | | | |

| Phase 1 System Deliverable | | | Remote Hosting Services Milestone | | | Holdback Amount | Payment Upon Approved Invoice |
|----------------------------|--|-------------------------|-----------------------------------|-------------|-----------------------|-----------------|-------------------------------|
| Deliverable Number | Deliverable Description | Deliverable Fixed Price | Deliverable Number | Description | Milestone Fixed Price | | |
| | COUNTY Use of the 724Access Application Software Module ² | | | | | | |
| 8.2 | Certification of Hardware and Software for the 724Access Application Software Module | | | | | | |
| 8.3 | Trained COUNTY Technical Staff | | | | | | |
| 8.4 | System Prepared for 724Access Implementation | | | | | | |
| 8.5 | Successful Test and Validation of the 724Access Environment | | | | | | |
| 8.6 (Key) | Operational 724Access for the Production Domain | | | | | | |
| 9.1 | Installed and Tested Medical Device Interfaces (MDIs) | \$6,938 | | | | \$694 | \$6,244 |
| 9.2.1 | Built and Tested PEMRS Side of External System Interface | | | | | | |
| 9.2.2 | Built and Tested External Side | | | | | | |

² Work performed under Task 8 (Design and Implementation of the 724 Access System) will require the application of an Amendment under Paragraph 6 of the body of the Agreement.

| Phase 1 System Deliverable | | | Remote Hosting Services Milestone | | | Holdback Amount | Payment Upon Approved Invoice |
|----------------------------|--|-------------------------|-----------------------------------|-------------|-----------------------|-----------------|-------------------------------|
| Deliverable Number | Deliverable Description | Deliverable Fixed Price | Deliverable Number | Description | Milestone Fixed Price | | |
| | of External Systems Interfaces | | | | | | |
| 9.2.3 | Built and Tested External Systems Interfaces | \$136,853 | | | | \$13,685 | \$123,168 |
| 10.1 | System Operations Plan | | | | | | |
| 10.2 | Business Continuity Plan | | | | | | |
| 10.3 | Application Management Services Operational Plan | | | | | | |
| 10.4 | Set up and Configured Application Management Services | \$96,000 | | | | \$9,600 | \$86,400 |
| 10.5 | Set up and Configured P2Sentinel Security Services | | | | | | |
| 11.1 | Technical Configuration of the Production Domain | | | | | | |
| 11.2 (Key) | CONTRACTOR Tested and Certified Production Domain | \$158,760 | | | | \$15,876 | \$142,884 |
| 12.1 | RESERVED | | | | | | |
| 12.2 | RESERVED | | | | | | |
| 13.1 | Operational Readiness Test Plan | | | | | | |
| 13.2 | Documentation of Operational | | | | | | |

| Phase 1 System Deliverable | | | Remote Hosting Services Milestone | | | Holdback Amount | Payment Upon Approved Invoice |
|----------------------------|---|-------------------------|-----------------------------------|-------------|-----------------------|------------------|-------------------------------|
| Deliverable Number | Deliverable Description | Deliverable Fixed Price | Deliverable Number | Description | Milestone Fixed Price | | |
| | Readiness Tests Results and Certification for the Phase 1 System and for each Optional Phase System | | | | | | |
| 14.1 | Change Management Plan | | | | | | |
| 15.1 | System Design Reports for Custom Programming Modifications and Additional Interfaces ³ | | | | | | |
| 15.2 | Built and Tested Custom Programming Modifications and Additional Interfaces | | | | | | |
| 15.3 | Production Use of Custom Programming Modifications and Additional Interfaces | | | | | | |
| | Sum of Deliverables | \$4,031,125 | | | \$1,607,500 | \$411,466 | \$5,227,159 |
| | Aggregate System Maintenance Fees ⁴ | \$1,565,649 | | | | | |

³ Work performed under Task 15 (Custom Programming Modifications and/or Additional Interfaces) will require the application of a Change Notice or an Amendment under Paragraph 6 of the body of the Agreement.

⁴ Aggregate for Initial Term. See Paragraph 8.0 (Invoices and Payments) of the body of the Agreement and Exhibit D (Service Level Agreement) for payment terms.

| Phase 1 System Deliverable | | | Remote Hosting Services Milestone | | | Holdback Amount | Payment Upon Approved Invoice |
|----------------------------|---|-------------------------|-----------------------------------|-------------|-----------------------|-----------------|-------------------------------|
| Deliverable Number | Deliverable Description | Deliverable Fixed Price | Deliverable Number | Description | Milestone Fixed Price | | |
| | Aggregate Remote Hosting Services Fees ⁴ | \$5,968,519 | | | | | |
| | Aggregate Upgrades Implementation Services Fees ⁴ | \$501,078 | | | | | |
| | Aggregate Application Management Services Fees ⁴ | \$2,404,579 | | | | | |
| | Aggregate P2Sentinel Security Services Fees ⁴ | \$251,486 | | | | | |
| | Amendment 3 Payment for System Design Report dated April 20, 2012 | \$95,750 | | | | | |
| | Amendment 5 Sum of Deliverables | \$6,660 | | | | | |
| | Amendment 6 Sum of Deliverables | \$118,183 | | | | | |
| | Amendment 7 Sum of Deliverables | \$34,969 | | | | | |
| | Amendment 9 Sum of Deliverables | \$152,241 | | | | | |
| | Amendment 10 Sum of Deliverables | \$117,140 | | | | | |

| Phase 1 System Deliverable | | | Remote Hosting Services Milestone | | | Holdback Amount | Payment Upon Approved Invoice |
|----------------------------|---|-------------------------|-----------------------------------|--|-----------------------|-----------------|-------------------------------|
| Deliverable Number | Deliverable Description | Deliverable Fixed Price | Deliverable Number | Description | Milestone Fixed Price | | |
| | Amendment 11 – Aggregate System Maintenance, Support, Hosting Fees for First Extended Term | \$5,846,054 | | Aggregate System Maintenance, Support, and Hosting Fees through May 31, 2020 | | | |
| | Amendment 12 – Aggregate System Maintenance, Support, and Hosting Fees for Second Extended Term | \$6,438,624 | | Aggregate System Maintenance, Support, and Hosting Fees through May 31, 2023 | | | |
| 55 | OPS Pool Dollars | \$2,706,951 | | Includes OPS Pool Dollars added in Amendment 11 and Amendment 12 | | | |
| | Implementation Pool Dollars | \$0 | | Moved to OPS Pool Dollars under Amendment 12 | | | |
| | Contract Sum | \$31,846,508 | | | | | |

EXHIBIT D

SERVICE LEVEL AGREEMENT – SCHEDULE II

RESTATED UNDER AMENDMENT NO. 12

May 2020

SCHEDULE II
SYSTEM MAINTENANCE FEES

| Item | Phase 1 Application Software Modules | Monthly | | | | | | | | | | | |
|------|---|---|---|---|---|---|--|--|---|---|---|---|---|
| | | Production Use ("Prod") Through 12 Months | Prod +12 Months through Prod +24 Months | Prod +24 Months through Prod +36 Months | Prod +36 Months through Prod +48 Months | Prod +48 Months through Prod +60 Months | Prod +60 Months through +68 Months | Prod +69 months through +79 months | Prod + 80 months through +91 months | Prod +92 months through +103 months | June 1, 2020 through May 31, 2021 | June 1, 2021 through May 31, 2022 | June 1, 2022 through May 31, 2023 |
| 1 | PowerChart (Clinical Data Reposi- tory, PowerOrders, PowerNote) – Full Access Users ¹ | Footnote 1 | | | | | | | | | | | |
| 2 | PowerChart (Clinical Data Reposi- tory, PowerOrders, PowerNote) – Limited Access Users ² | \$1,583 | \$1,630 | \$1,679 | \$1,730 | \$1,782 | \$1,835 | \$1,890 | \$1,947 | \$2,005 | \$2,065 | \$2,127 | \$2,191 |
| 3 | CareNet (Electronic Medication Administration Record (eMAR), PowerPlan, Clinical Documentation and PowerForms), CareCom- pass ¹ | Footnote 1 | | | | | | | | | | | |
| 4 | Capstone (Registration Manage- ment and Scheduling | Footnote 1 | | | | | | | | | | | |
| 5 | PathNet (General Laboratory, Mi- crobiology) – Medical Devices | \$159 | \$273 | \$280 | \$290 | \$298 | \$308 | \$317 | \$327 | \$337 | \$347 | \$357 | \$368 |

Los Angeles County Probation – PEMRS
Exhibit D – Service Level Agreement –
Schedule II

Restated Under Amendment No. 12

¹ Provided that the scope of use limits for JHIS Application Software as set forth in Attachment B (PEMRS Software) to Exhibit A (Statement of Work) have not been exceeded and payment of support fees is current for these items under the JHIS Agreement in accordance with the terms of the JHIS Agreement, no additional System Software Support fees will be assessed for the JHIS Application Software. The JHIS Licenses may be transferred back to the Sheriff's Department by MOU.

² CONTRACTOR and COUNTY mutually agree that the Limited Access Users maintenance fees for PowerChart (Clinical Data Repository, PowerOrders, PowerNote) will be paid through the Term of the Agreement. Payments will commence the first month following the Amendment No. 3 Effective Date and continue thereafter in accordance with Section 1.B.(2) of this Exhibit D.

³ CONTRACTOR and COUNTY mutually agree that the maintenance fees for PathNet (General Laboratory, Microbiology) – Medical Device Interfaces (Siemens Diagnostics Clinitek) will be payable as indicated in Amendment No. 5 Schedule II Systems Maintenance fees and commence the first month following the Amendment No. 5 Effective Date and continue thereafter in accordance with Section 1.B.(2) of this Exhibit D.

Los Angeles County Probation – PEMRS
Exhibit D – Service Level Agreement –
Schedule II

Restated Under Amendment No. 12

| Item | Phase 1 Application Software Modules | Monthly | | | | | | | | | | | |
|------|--|---|---|---|---|---|--|--|---|---|---|---|---|
| | | Production Use ("Prod") Through 12 Months | Prod +12 Months through Prod +24 Months | Prod +24 Months through Prod +36 Months | Prod +36 Months through Prod +48 Months | Prod +48 Months through Prod +60 Months | Prod +60 Months through +68 Months | Prod +69 months through +79 months | Prod + 80 months through +91 months | Prod +92 months through +103 months | June 1, 2020 through May 31, 2021 | June 1, 2021 through May 31, 2022 | June 1, 2022 through May 31, 2023 |
| | PathNet (General Laboratory, Microbiology) – Medical Devices Interfaces (TelCor Quick Multi Link (QML) POC MD-TC04) ⁴ | N/A | N/A | N/A | \$330 | \$340 | \$350 | \$361 | \$371 | \$382 | \$394 | \$406 | \$418 |
| 6 | PharmNet (Inpatient Pharmacy and Departmental Clinical | Footnote 1 | | | | | | | | | | | |
| 7 | RadNet (Radiology Management) | Footnote 1 | | | | | | | | | | | |
| 8 | ProFile (Health Information Man- | Footnote 1 | | | | | | | | | | | |
| 9 | Interfaces (Phase 1) | \$1,514 | \$1,559 | \$1,606 | \$1,654 | \$1,704 | \$1,755 | \$1,808 | \$1,862 | \$1,918 | \$1,975 | \$2,035 | \$2,096 |
| | a. Optional Phase Interface - Pyxis Medstation ⁵ | N/A | N/A | \$436 | \$450 | \$463 | \$477 | \$491 | \$506 | \$521 | \$537 | \$553 | \$570 |
| | b. Optional Phase Interface - Supply Chain ⁴ | N/A | N/A | \$58 | \$59 | \$61 | \$63 | \$65 | \$67 | \$69 | \$71 | \$73 | \$75 |
| | c. Optional Phase Interface – Quest/RLN | N/A | N/A | N/A | \$200 | \$206 | \$212 | \$218 | \$225 | \$232 | \$239 | \$246 | \$253 |
| 10 | Computerized Physician Order | Footnote 1 | | | | | | | | | | | |

⁴ CONTRACTOR and COUNTY mutually agree that the maintenance fees for PathNet (General Laboratory, Microbiology) – Medical Device Interfaces (TelCor Quick Multi Link (QML) POC MD-TC04) will be payable as indicated in Amendment No. 9 Schedule II Systems Maintenance fees and commence the first month following the Amendment No. 9 Effective Date and continue thereafter in accordance with Section 1.B.(2) of this Exhibit D.

⁵ As of the Amendment No. 6 Effective Date, CONTRACTOR and COUNTY have estimated the number of months' maintenance fee will be charged to COUNTY for each of the

Los Angeles County Probation – PEMRS
Exhibit D – Service Level Agreement –
Schedule II

Restated Under Amendment No. 12

Pyxis Interface and the Supply Chain (Cardinal Health or GHX Interfaces) Interface for the remainder of the term of the Agreement, following the COUNTY's acceptance of Deliverable 7.9 of Exhibit A (Statement of Work) under Amendment No. 6 for such Interface.

| Item | Phase 1 Application Software Modules | Monthly | | | | | | | | | | | |
|------|---|---|---|---|---|---|--|--|---|---|---|---|---|
| | | Production Use ("Prod") Through 12 Months | Prod +12 Months through Prod +24 Months | Prod +24 Months through Prod +36 Months | Prod +36 Months through Prod +48 Months | Prod +48 Months through Prod +60 Months | Prod +60 Months through +68 Months | Prod +69 months through +79 months | Prod + 80 months through +91 months | Prod +92 months through +103 months | June 1, 2020 through May 31, 2021 | June 1, 2021 through May 31, 2022 | June 1, 2022 through May 31, 2023 |
| 11 | Discern Expert ¹ | Footnote 1 | | | | | | | | | | | |
| 12 | Discern Explorer ¹ | Footnote 1 | | | | | | | | | | | |
| 13 | CareAware Multi-Media Foundation – Digital Objects | \$849 | \$874 | \$901 | \$928 | \$956 | \$984 | \$1,014 | \$1,044 | \$1,075 | \$1,108 | \$1,141 | \$1,175 |
| 14 | CareAware Multi-Media Foundation – Image Distribution | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | \$35 | \$36 | \$37 | \$38 |
| | Subtotal Phase 1 System | \$4,105 | \$4,336 | \$ 4,960 | \$ 5,111 | \$5,264 | \$5,422 | \$6,164 | \$6,348 | \$6,539 | \$6,772 | \$6,975 | \$7,184 |

Fees above for Production Use through the end of the Initial Term include a 3% annual increase. If the term of the Agreement is extended beyond the Initial Term in accordance with Paragraph 5 (Term) of the body of the Agreement, the Application Software module support can be renewed at the last monthly rate charged plus a 3% annual increase.

| Item | Phase 1 Third Party Software Modules | Monthly | | | | | | | | | | | |
|------|--|---|---|---|---|---|------------------------------------|------------------------------------|-------------------------------------|-------------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|
| | | Production Use (“Prod”) Through 12 Months | Prod +12 Months through Prod +24 Months | Prod +24 Months through Prod +36 Months | Prod +36 Months through Prod +48 Months | Prod +48 Months through Prod +60 Months | Prod +60 Months through +68 Months | Prod +69 months through +79 months | Prod + 80 months through +91 months | Prod +92 months through +103 months | June 1, 2020 through May 31, 2021 | June 1, 2021 through May 31, 2022 | June 1, 2022 through May 31, 2023 |
| 1 | Cerner ProVision Document Imaging (CPDI) | \$5,117 | \$5,117 | \$5,117 | \$5,117 | \$5,117 | \$5,117 | \$5,117 | \$3,995* | \$3,995* | \$3,995* | \$3,995* | \$3,995* |
| 2 | CPDI Imaging Software - ApplicationXTender for Web | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| | Subtotal Phase 1 System Third Party | \$5,117 | \$5,117 | \$5,117 | \$5,117 | \$5,117 | \$5,117 | \$5,117 | \$3,995 | \$3,995 | \$3,995 | \$3,995 | \$3,995 |

If the term of the Agreement is extended beyond the Initial Term in accordance with Paragraph 5 (Term) of the Agreement, the Third Party Software module will require a quote to determine renewal fees.

* Reduced under Amendment No. 12 to reflect termination of batch scanning services functionality in CONTRACTOR’s Cerner ProVision Document Imaging (CPDI) effective January 1, 2018.

Los Angeles County Probation – PEMRS
Exhibit D – Service Level Agreement –
Schedule II

Restated Under Amendment No. 12

| Item | Phase 1 Subscription Based Application Software Module | Monthly | | | | | | | | | | | |
|------|--|---|---|---|---|---|--|--|---|---|---|---|---|
| | | Production Use ("Prod") Through 12 Months | Prod +12 Months through Prod +24 Months | Prod +24 Months through Prod +36 Months | Prod +36 Months through Prod +48 Months | Prod +48 Months through Prod +60 Months | Prod +60 Months through +68 Months | Prod +69 months through +79 months | Prod + 80 months through +91 months | Prod +92 months through +103 months | June 1, 2020 through May 31, 2021 | June 1, 2021 through May 31, 2022 | June 1, 2022 through May 31, 2023 |
| 1 | Krames Patient Education Content (not to exceed 13 COUNTY Facilities) | \$5,688 | \$5,859 | \$6,034 | \$6,215 | \$6,402 | \$6,594 | \$6,792 | \$6,996 | \$7,205 | \$7,422 | \$7,644 | \$7,874 |
| 2 | Knowledge Content Solutions for Ambulatory (including Cerner Knowledge Tool (Cerner KM) and Multum/Medisource) | \$600 | \$618 | \$637 | \$656 | \$675 | \$696 | \$717 | \$738 | \$760 | \$783 | \$807 | \$831 |
| 3 | Web Based Training – (120 Custom Simulations) ⁷ | \$8,280 | \$8,280 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 4 | Classroom Curriculum Development (8, 4-hour classes) ⁸ | \$6,624 | \$6,624 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 5 | CMT | \$1,250 | \$1,288 | \$1,326 | \$1,366 | \$1,407 | \$1,449 | \$1,492 | \$1,537 | \$1,583 | \$1,631 | \$1,680 | \$1,730 |
| 6 | CPT (Codes and Medical Terminology) | \$167 | \$104 | \$104 | \$104 | \$104 | \$104 | \$167 | \$172 | \$177 | \$182 | \$188 | \$194 |
| | Subtotal Term-Based License | \$22,609 | \$22,773 | \$8,101 | \$8,341 | \$8,588 | \$8,843 | \$9,168 | \$9,443 | \$9,725 | \$10,018 | \$10,319 | \$10,629 |

Commencing on June 1, 2017 and continuing through the term of the Agreement (for 36 months), County shall have a License to the Term-based License Software in the table above for the term specified in the Agreement. Fees above for Production Use through the end of the Initial Term include a 3% annual increase. If the term of the Agreement is extended beyond the Initial Term in accordance with Paragraph 5 (Term) of the body of the Agreement, the term-based License Application Software maintenance and support maybe renewed at the last monthly rate charged plus a 3% annual increase. For a period of one (1) year from the Amendment 11 Effective Date, County shall pay the term support fees as set forth in the table above. Thereafter, County may renew the maintenance and support for additional one year periods for \$40,416 annually plus 3% CPI. If the term of the Agreement is extended beyond the Initial Term in accordance with Paragraph 5 (Term) of the body of the Agreement, the maintenance and support maybe renewed at the last monthly rate charged plus a 3% annual increase.

⁶ Custom Web Based Training has been mutually agreed upon to pay the one-time fee monthly payable in advance by County for 20 months following COUNTY's acceptance of Deliverable 6.7 (Production Use of the Phase 1 System at all COUNTY Facilities) of Exhibit A (Statement of Work).

⁷ Classroom Curriculum Development has been mutually agreed upon to pay the one-time fee monthly payable in advance by County for 20 months following COUNTY's acceptance of Deliverable 6.7 (Production Use of the Phase 1 System at all COUNTY Facilities) of Exhibit A (Statement of Work).

| Item | Optional Phase System Application Software Modules | Monthly | | | | | | | | | | | |
|------|--|---|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|------------------------------------|------------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|
| | | Production Use (“Prod”) Through 12 Months | Prod +12 Months through 12 Months | Prod +24 Months through 36 Months | Prod +36 Months through 48 Months | Prod +48 Months through 60 Months | Prod +60 Months through 68 Months | Prod +69 months through 79 months | Prod + 80 months through 91 months | Prod +92 months through 103 months | June 1, 2020 through May 31, 2021 | June 1, 2021 through May 31, 2022 | June 1, 2022 through May 31, 2023 |
| 1 | Telemedicine ⁸ | Footnote 7 | | | | | | | | | | | |
| 2 | 724Access Solution ⁹ | Footnote 8 | | | | | | | | | | | |
| 3 | Enterprise Master Patient Index (EMPI) ⁷ | Footnote 7 | | | | | | | | | | | |
| 4 | PowerInsight ¹ | Footnote 1 | | | | | | | | | | | |
| 5 | PharmNet (Outpatient Pharmacy) ¹ | Footnote 1 | | | | | | | | | | | |
| 6 | CareAdmin ⁷ | Footnote 7 | | | | | | | | | | | |
| 7 | Radiology Dictation ⁷ | Footnote 7 | | | | | | | | | | | |
| 8 | eSignature (Patient Electronic Signature) ⁷ | Footnote 7 | | | | | | | | | | | |
| 9 | Cerner Picture Archiving and Communications System (PACS) ⁷ | Footnote 7 | | | | | | | | | | | |
| 10 | Financials ¹ | Footnote 1 | | | | | | | | | | | |
| 11 | Millennium LDAP Authentication Pass- through | Footnote 7 | | | | | | | | | | | |

Los Angeles County Probation – PEMRS
Exhibit D – Service Level Agreement –
Schedule II

Restated Under Amendment No. 12

⁸ Optional Phase Systems will require mutual agreement on scope and pricing prior to Amendment execution under Paragraph 6 (Change Notices and Amendments) of the body of the Agreement.

⁹ Optional Phase System Third Party Software will require mutual agreement on scope and pricing prior to Amendment execution under Paragraph 6 (Change Notices and Amendments) of the body of the Agreement.

| Item | Optional Phase System Application Software Modules | Monthly | | | | | | | | | | | |
|------|--|---|---|---|---|---|------------------------------------|------------------------------------|-------------------------------------|-------------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|
| | | Production Use (“Prod”) Through 12 Months | Prod +12 Months through Prod +24 Months | Prod +24 Months through Prod +36 Months | Prod +36 Months through Prod +48 Months | Prod +48 Months through Prod +60 Months | Prod +60 Months through +68 Months | Prod +69 months through +79 months | Prod + 80 months through +91 months | Prod +92 months through +103 months | June 1, 2020 through May 31, 2021 | June 1, 2021 through May 31, 2022 | June 1, 2022 through May 31, 2023 |
| 12 | Parata Medication Packaging Interface Outbound | Footnote 7 | | | | | | | | | | | |

| Item | Optional Phase Subscription Based Application Software Modules | Monthly | | | | | | | | | | | |
|------|--|---|---|---|---|---|------------------------------------|------------------------------------|-------------------------------------|-------------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|
| | | Production Use (“Prod”) Through 12 Months | Prod +12 Months through Prod +24 Months | Prod +24 Months through Prod +36 Months | Prod +36 Months through Prod +48 Months | Prod +48 Months through Prod +60 Months | Prod +60 Months through +68 Months | Prod +69 months through +79 months | Prod + 80 months through +91 months | Prod +92 months through +103 months | June 1, 2020 through May 31, 2021 | June 1, 2021 through May 31, 2022 | June 1, 2022 through May 31, 2023 |
| 1 | Web Based Training – (Standard PathNet, PharmNet, and Learning Studio) | Footnote 5 | | | | | | | | | | | |

Fees above for Production Use through the end of the Initial Term include a 3% annual increase. If the term of the Agreement is extended beyond the Initial Term in accordance with Paragraph 5 (Term) of the body of the Agreement, the Optional Phase System Application Software module support can be renewed at the last monthly rate charged plus a 3% annual increase.

EXHIBIT D

SERVICE LEVEL AGREEMENT – SCHEDULE III

RESTATED UNDER AMENDMENT NO. 12

May 2020

SCHEDULE III
REMOTE HOSTING SERVICES AND P2SENTINEL SECURITY SERVICES FEES

Remote Hosting Services Fees and P2Sentinel Security Services Fees for Phase 1 Systems

| Item | Phase I System | Monthly | | | | | | | | | | | |
|------|--|---|---|---|---|---|------------------------------------|------------------------------------|-------------------------------------|-------------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|
| | | Production Use (“Prod”) Through 12 Months | Prod +12 Months through Prod +24 Months | Prod +24 Months through Prod +36 Months | Prod +36 Months through Prod +48 Months | Prod +48 Months through Prod +60 Months | Prod +60 Months through +68 Months | Prod +69 months through +79 months | Prod + 80 months through +91 months | Prod +92 months through +103 months | June 1, 2020 through May 31, 2021 | June 1, 2021 through May 31, 2022 | June 1, 2022 through May 31, 2023 |
| | Section II.B Remote Hosting Services (Recurring Fees) ⁹ | \$80,500 | \$82,915 | \$85,402 | \$87,965 | \$90,603 | \$93,322 | \$96,122 | \$99,005 | \$101,975 | \$104,005* | \$107,125* | \$110,339* |
| | P2Sentinel Security Services ¹⁰ | \$3,260 | \$3,358 | \$3,459 | \$3,562 | \$3,669 | \$3,779 | \$3,892 | \$4,009 | \$4,129 | \$4,253 | \$4,381 | \$4,512 |
| | Total Remote Hosting Services and P2Sentinel Security Services Fees | \$83,760 | \$86,273 | \$88,861 | \$91,527 | \$4,273\$9 | \$97,101 | \$100,014 | \$103,014 | \$106,105 | \$108,258 | \$111,506 | \$114,851 |

Fees above for Production Use through the end of the Initial Term include a 3% annual increase. If the term of the Agreement is extended beyond the Initial Term in accordance with Paragraph 5 (Term) of the body of the Agreement, the Remote Hosting Services and P2Sentinel Security Services can be renewed at the last monthly rate charged plus a 3% annual increase.

Scope of use expansion for Remote Hosting Services or P2Sentinel Security Services may be subject to additional fees. CONTRACTOR will provide quote(s) for scope of use expansion pricing when necessary and the Agreement will be updated accordingly in accordance with Paragraph 6 (Change Notices and Amendments) of the body of the Agreement.

* Reduced under Amendment No. 12 to reflect termination of Remote Hosting Services for batch scanning services functionality in CONTRACTOR’s Cerner ProVision Document Imaging (CPDI) effective as of the effective date of Amendment No. 12.

⁹ For Remote Hosting Services fees prior to Production Use see Exhibit B (Schedule of Payments).

¹⁰ CONTRACTOR shall invoice COUNTY for P2Sentinel Security Services fees at the rate of \$3,260 per month for a total amount not to exceed the amount identified as the Aggregate P2Sentinel Security Services Fees on Exhibit B to this Agreement for such services. Fees will be payable for such services upon COUNTY’s acceptance of Deliverable

Exhibit D – Service Level Agreement –

Schedule III

6.6 (Successfully Conducted User Acceptance Testing of the Phase 1 System) of Exhibit A (Statement of Work). CONTRACTOR shall invoice COUNTY as provided in Subparagraph II.G(2) of this Service Level Agreement.

SCHEDULE IV

UPGRADES IMPLEMENTATION SERVICES FEES

| Item | Phase I System | Monthly | | | | | | | | | | | | |
|------|----------------------------------|---|---|---|---|---|------------------------------------|------------------------------------|-------------------------------------|-------------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|--|
| | | Production Use (“Prod”) Through 12 Months | Prod +12 Months through Prod +24 Months | Prod +24 Months through Prod +36 Months | Prod +36 Months through Prod +48 Months | Prod +48 Months through Prod +60 Months | Prod +60 Months through +68 Months | Prod +69 months through +79 months | Prod + 80 months through +91 months | Prod +92 months through +103 months | June 1, 2020 through May 31, 2021 | June 1, 2021 through May 31, 2022 | June 1, 2022 through May 31, 2023 | |
| | Upgrades Implementation Services | \$6,758 | \$6,961 | \$7,170 | \$7,385 | \$7,606 | \$7,834 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | |

EXHIBIT D

**SERVICE LEVEL AGREEMENT – SCHEDULE V RESTATED UNDER
AMENDMENT NO. 12**

May 2020

SCHEDULE V
APPLICATION MANAGEMENT SERVICES (AMS) FEES

| Item | Phase I System | Monthly | | | | | | | | | | | |
|------|---|---|---|---|---|---|------------------------------------|------------------------------------|-------------------------------------|-------------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|
| | | Production Use (“Prod”) Through 12 Months | Prod +12 Months through Prod +24 Months | Prod +24 Months through Prod +36 Months | Prod +36 Months through Prod +48 Months | Prod +48 Months through Prod +60 Months | Prod +60 Months through +68 Months | Prod +69 months through +79 months | Prod + 80 months through +91 months | Prod +92 months through +103 months | June 1, 2020 through May 31, 2021 | June 1, 2021 through May 31, 2022 | June 1, 2022 through May 31, 2023 |
| | Application Management Services ¹¹ | \$32,000 | \$32,960 | \$33,949 | \$34,967 | \$36,016 | \$37,097 | \$38,210 | \$39,356 | \$40,537 | \$41,753 | \$43,006 | \$44,296 |

¹¹ CONTRACTOR shall invoice COUNTY for Application Management Service (AMS) fees at the rate of \$32,000 per month for a total amount not to exceed the Aggregate sum as specified in Exhibit B to this Agreement for such services. Fees shall be payable for such services provided one month prior to COUNTY's acceptance of Deliverable 6.7 (Production Use of the Phase 1 System at all County Facilities) of Exhibit A (Statement). CONTRACTOR shall invoice COUNTY as provided in Paragraph IV.B(2) of this Service Level Agreement.

SOLE SOURCE CHECKLIST

Department Name: _____

☐ New Sole Source Contract

☐ Existing Sole Source Contract Date Sole Source Contract Approved: _____

| Check (✓) | JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item. |
|--------------|---|
| | ➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i> |
| | ➤ Compliance with applicable statutory and/or regulatory provisions. |
| | ➤ Compliance with State and/or federal programmatic requirements. |
| | ➤ Services provided by other public or County-related entities. |
| | ➤ Services are needed to address an emergent or related time-sensitive need. |
| | ➤ The service provider(s) is required under the provisions of a grant or regulatory requirement. |
| | ➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider. |
| | ➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods. |
| | ➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/ system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods. |
| | ➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative. |
| | ➤ It is more cost-effective to obtain services by exercising an option under an existing contract. |
| | ➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County. |

Chief Executive Office

Date



COUNTY OF LOS ANGELES FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401
www.fire.lacounty.gov

"Proud Protectors of Life, Property, and the Environment"

DARYL L. OSBY
FIRE CHIEF
FORESTER & FIRE WARDEN

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

May 12, 2020

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:

APPROVE A LICENSING AGREEMENT WITH TOYOTA MOTOR SALES, U.S.A., INC. FOR EXCHANGE OF SERVICES (3RD AND 4TH) (3 VOTES)

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors' (Board) approval to enter into a five-year exchange of services agreement (Agreement) with Toyota Motor Sales, U.S.A., Inc. (Toyota), to allow Toyota to sponsor 65 Toyota vehicles for beach patrol and emergency response services. In exchange for the vehicles, Toyota will receive the exclusive right to advertise itself as the "Official Vehicle Sponsor of the Los Angeles County Fire Department Lifeguards."

IT IS RECOMMENDED THAT YOUR HONORABLE BOARD, ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY AND THE BOARD OF SUPERVISORS:

1. Find that this Agreement is exempt from the provision of the California Environmental Quality Act (CEQA).
2. Authorize the Fire Chief, or his designee, to sign the attached Agreement, in substantially the same form, and approved as to form by County Counsel between the District and Toyota, to allow the sponsorship of 65 Toyota vehicles for beach patrol and emergency response services and in exchange, allow to Toyota the exclusive right to advertise itself as the "Official Vehicle Sponsor of the Los Angeles County Fire Department Lifeguards." The initial term of this

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

AGOURA HILLS
ARTESIA
AZUSA
BALDWIN PARK
BELL
BELL GARDENS
BELLFLOWER
BRADBURY

CALABASAS
CARSON
CERRITOS
CLAREMONT
COMMERCE
COVINA
CUDAHY
DIAMOND BAR
DUARTE

EL MONTE
GARDENA
GLEN DORA
HAWAIIAN GARDENS
HAWTHORNE
HERMOSA BEACH
HIDDEN HILLS
HUNTINGTON PARK

INDUSTRY
INGLEWOOD
IRVINDALE
LA CANADA-FLINTRIDGE
LA HABRA
LA MIRADA
LA PUENTE
LAKEWOOD
LANCASTER

LAWNDALE
LOMITA
LYNWOOD
MALIBU
MAYWOOD
NORWALK
PALMDALE
PALOS VERDES ESTATES

PARAMOUNT
PICO RIVERA
POMONA
RANCHO PALOS VERDES
ROLLING HILLS
ROLLING HILLS ESTATES
ROSEMEAD
SAN DIMAS
SANTA CLARITA

SIGNAL HILL
SOUTH EL MONTE
SOUTH GATE
TEMPLE CITY
WALNUT
WEST HOLLYWOOD
WESTLAKE VILLAGE
WHITTIER

Agreement is for one-year with two automatic one-year -extensions, unless terminated sooner with 120-day notice to either party.

3. Delegate authority to the Fire Chief, or his designee, with County Counsel approval, to terminate and/or execute amendments and supplements associated with the administration and management of the Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will provide the District's Lifeguard Division with the continued use of sixty-five (65) Toyota vehicles, valued at approximately \$2.25 million, for Lifeguard beach patrol and emergency response.

The Agreement will support the District's mission to provide public safety to 72 miles of coastline in the County of Los Angeles. In exchange for the vehicles, Toyota will receive the following: (1) the exclusive right to advertise itself as the "Official Vehicle Sponsor of the Los Angeles County Fire Department Lifeguard"; (2) name identification on all the vehicles identified in the Agreement, which precludes competing vehicle manufacturers from having name identification on County-owned and operated beaches; (3) be prominently featured on the District's website; (4) request the participation of District Lifeguard Division personnel to provide testimonials provided the content has been vetted and approved by the District and County Counsel; and (5) request participation of available personnel during Toyota's Special Events such as Water Safety Days and other promotional beach events.

Furthermore, the District will ensure its compliance with the anticipated Clean Vehicle Purchasing Standards Board Policy currently being drafted by the Los Angeles County's Sustainability Officer.

Approval of the recommended actions will 1) afford the District the ability to patrol and provide year-round, daily emergency services throughout our local County beaches and secure the safety of its visitors; and 2) save the District approximately \$3.25 million for acquisition and outfitting costs.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County's Strategic Plan Goal No. III, Strategy III.3: Pursue Operational Effectiveness, Fiscal Responsibility and Accountability, by continually assessing our efficiency and effectiveness, maximizing and leveraging resources, and holding ourselves accountable.

FISCAL IMPACT/FINANCING

The 65 vehicles being sponsored are valued at approximately \$2.25 million, which is the cost the District would otherwise incur to purchase these vehicles.

Toyota will pay for all warranty repairs, but the District will continue to be responsible for all other maintenance and service operating expenses. Sufficient funding is available in the District's Fiscal Year 2019-2020 Final Adopted Budget. Beginning with FY 2020-21, ongoing funding for maintenance and service operating expenses will be part of the District's budget.

Furthermore, there is no funding mechanism to acquire 65 emergency vehicles in the District's FY 2019-20 or FY 2020-21 budget.

There is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Approval of the recommended actions will enable the District to continue to provide uninterrupted beach patrol and emergency services to the millions of visitors throughout our local County beaches and secure their safety.

Furthermore, the District has the option to terminate this Agreement with or without cause after one-year, provided 120-day notice is provided to Toyota. The attached Agreement has been approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

This Agreement will not have a significant effect on the environment; therefore, it is exempt from the California Environmental Quality Act (CEQA), pursuant to Section 15061 (b)(3) of the CEQA Guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will 1) afford the District the ability to patrol and provide year-round, daily emergency services throughout our local County beaches and secure the safety of its visitors; and 2) save the District approximately \$3.25 million for acquisition and outfitting costs.

There will be no impact on current services.

Honorable Board of Supervisors

May 12, 2020

Page 4

CONCLUSION

Upon approval by your Honorable Board, please instruct the Executive Officer of the Board to return a copy of the adopted stamped Board Letter to the following:

Consolidated Fire Protection District of Los Angeles County
Executive Office – Business Operations
Attention: Zuleyda Reyes-Santana, Administrative Services Manager II
1320 North Eastern Avenue
Los Angeles, CA 90063

The District contact may be reached at (323) 881-6173.

Respectfully submitted,

DARYL L. OSBY, FIRE CHIEF

DLO:zr

Enclosures

c: Chief Executive Officer
Executive Office, Board of Supervisors
County Counsel
Internal Services Department

LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into on June 1, 2020 (the "Effective Date") by and between the **CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY** (collectively, "**LICENSOR**"), on the one hand, and **TOYOTA MOTOR SALES, U.S.A., INC.**, whose principal place of business is 19001 South Western Avenue, Torrance, California 90501 ("**TMS/USA**") and **SOUTHERN CALIFORNIA TOYOTA DEALERS ASSOCIATION** a California corporation ("**SCTDA**"), on the other hand (hereinafter collectively referred to as ("**LICENSEE**").

WHEREAS, LICENSOR is a public agency within the County of Los Angeles in the State of California; and

WHEREAS, LICENSEE is in the business of promoting the sale of Toyota brand motor vehicles on behalf of Toyota Dealers located in Southern California, agrees to sponsor 65 Toyota vehicles in exchange for, but not limited to, exclusive right to advertise itself as the "Official Vehicle Sponsor of the Los Angeles County Fire Department Lifeguards."

WHEREAS, LICENSEE desires (1) the exclusive right to advertise itself as the "Official Vehicle Sponsor of the Los Angeles County Fire Department Lifeguards"; (2) name identification on all the vehicles identified in the Agreement, which precludes competing vehicle manufacturers from having name identification on LICENSOR-owned or operated vehicles ; (3) Toyota will be prominently featured on the District's Lifeguard Division's website; and (4) request the participation of District Lifeguard Division personnel to provide testimonials provided the content has been vetted and approved by the District and County Counsel; and

WHEREAS, LICENSOR has the power and authority to grant to LICENSEE the right, privilege and license described in this License Agreement, including the rights to use its Logos, trademarks and insignia's (collectively, "Insignias") as well as the right to grant access to the LICENSOR'S property for interviewing Lifeguard personnel (collectively referred to as "Rights"); and

WHEREAS, the intent of this Agreement is for LICENSOR to allow LICENSEE to (1) the exclusive right to advertise itself as the "Official Vehicle Sponsor of the Los Angeles County Fire Department Lifeguards"; (2) name identification on all the vehicles identified in the Agreement, which precludes competing vehicle manufacturers from having name identification on LICENSOR owned or operated vehicles ; (3) Toyota will be prominently featured on the LICENSOR's Lifeguard Division website; and (4) request the participation of LICENSOR's Lifeguard Division personnel to provide testimonials provided the content has been vetted and approved by the LICENSOR and County Counsel, in exchange for LICENCEE to sponsor 65 Toyota vehicles to LICENSOR's Lifeguard Division for beach patrol and emergency response services;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, receipt of which is hereby mutually acknowledged, the parties hereto mutually agree as follows:

1. **DEFINITIONS**: As used herein, the terms set forth below shall be defined as follows:
 - a. "LICENSOR" shall mean the Consolidated Fire Protection District of Los Angeles County.
 - b. "LICENSEE" shall mean Toyota Motor Sales U.S.A., Inc.

- c. "Agreement Year" shall mean the 12-month period commencing on the date that this Agreement is executed by the Los Angeles County Board of Supervisors, which date shall become the effective date of this Agreement, and each following 12-month period thereafter throughout the term of this Agreement.
- d. "Business Day" shall mean a day of the week falling on Monday, Tuesday, Wednesday, Thursday or Friday. Weekends and County holidays are excluded.
- e. "Chief Lifeguard" shall mean the Chief Lifeguard of the LICENSOR's Lifeguard Division.
- f. "Lifeguard" shall mean the Lifeguard Division and its safety employees of the County of Los Angeles Fire Department.
- g. "Logo" shall mean a co-branded logo which may be developed by the parties to this Agreement and mutually agreed upon in writing by parties to this Agreement but shall not include the official insignia of the County of Los Angeles.
- h. "Lifeguard Motor Vehicles" or "Vehicles" shall mean the marketing category to which this Agreement shall apply.
- i. "Name Identification Space" shall mean that space designated on the Sixty-Five (65) Toyota vehicles hereinafter described to be acquired by LICENSOR.
- j. "Premium(s)" shall mean any promotional article(s) used for the purpose of increasing the sales of particular products, including those of LICENCEE.
- k. "Product(s)" shall mean any motor vehicle model(s) that are produced by LICENCEE.
- l. "Trademark(s)" shall mean any word(s), name(s), logo(s), symbol(s) or any combination thereof which, when used by a party to this Agreement, would distinguish the Product made or sold by it or services rendered by it from those goods made or sold or services rendered by others.
- m. "Vehicles" shall mean the Sixty-Five (65) Toyota vehicles described in Section 4 below as to which the rights of possession and use are being granted hereunder by LICENCEE to LICENSOR for use by the beach lifeguards and beach lifeguard operations.

2. GRANT OF SPONSORSHIP RIGHTS.

Subject to the other terms of this Agreement and upon execution of this Agreement, LICENSOR shall grant to LICENSEE the exclusive right within the category of "Lifeguard Motor Vehicles" to advertise on that property defined herein as the Vehicles as well as the ancillary rights listed below which are adjunctive but necessary incidents to the right to purchase advertising space on LICENSOR property.

- a. LICENSOR grants to LICENSEE the right to generate publicity with respect to its status as the "Official Truck/Vehicle" and the "Official Vehicle Sponsor of the Los Angeles County Fire Department Lifeguards," the "Los Angeles County Fire Department Ocean Lifeguards" and

the "Los Angeles County Fire Department Beach Lifeguards" via press materials and/or other forms of communication to be distributed to the media for non-editorial purposes ("Publicity").

- b. LICENSOR grants LICENSEE a license to use during the period of this Agreement, the Logos and its status as Sponsor under this Agreement in connection with the advertising and promotion of its products. LICENSEE understands that the rights granted herein with respect to the Logo is limited to use in connection with promotion of its Products and do not extend to any other products, goods or services. LICENSEE acknowledges that LICENSOR owns all right and title to the Logo, including any intellectual property rights to the Logo, and LICENSEE use of the Logo is pursuant to and subject to the license grant provided herein.
- c. LICENSOR grants LICENSEE an exclusive license, within the category of "Lifeguard Motor Vehicles" (car/trucks), to use the following Trademarks, which have been used and adopted by the LICENSOR:
 - "Official Truck/Vehicle of the Los Angeles County Fire Department Lifeguards"
 - "Official Truck/Vehicle of the Los Angeles County Fire Department Ocean Lifeguards"
 - "Official Truck/Vehicle of the Los Angeles County Fire Department Beach Lifeguards"
 - "Official Vehicle Sponsor of the Los Angeles County Fire Department Lifeguards"
 - "Official Vehicle Sponsor of the Los Angeles County Fire Department Ocean Lifeguards"
 - "Official Vehicle Sponsor of the Los Angeles County Fire Department Beach Lifeguards"
- d. The Logo and LICENSOR's trademarks are and shall remain exclusively the property of LICENSOR. LICENSEE shall not, directly or indirectly, at any time, and in any country, (a) register or attempt to register, in any manner, the Logo or LICENSOR's Trademarks, or (b) challenge the validity of the Logo or LICENSOR's Trademarks. LICENCEE recognizes the LICENSOR's exclusive ownership of the Logo and the LICENSOR's Trademarks.
- e. LICENSOR grants LICENSEE the exclusive right to be known as the "Official Truck/Vehicle" and the "Official Vehicle Sponsor" of the Los Angeles County Fire Department Lifeguards, the Los Angeles County Fire Department Ocean Lifeguards and the Los Angeles County Fire Department Beach Lifeguards within the "Lifeguard Motor Vehicles" category. The right to be so designated with regard to non-LICENSOR sponsored events is contingent on LICENSOR having the legal right to grant such an exclusive right. If LICENSOR can legally grant such exclusive right to LICENSEE, it shall do so without any further consideration being paid by LICENCEE. All product exclusivity for promotional activity is granted pursuant to normal policies, procedures and government regulations.
- f. LICENSOR grants LICENSEE the right to display its Trademark on signage at the LICENCEE's Special Events, which display will be subject to all federal, state and local laws including all land use and environmental regulations. LICENSEE must seek the prior written approval of the Fire Chief, thirty (30) Business Days prior to the contemplated date of use, and the Sponsor must indicate the time, place, quantity, color, size, nature of material to be used as signs, proximity to other structures, and length of time such signage is to be displayed.
- g. LICENSOR will add a photo of LICENSEE's Lifeguard Vehicles to the Lifeguard Division page(s) of the Los Angeles County Fire Department website.
- h. District agrees to host quarterly Brand Presence Activations and oversee Los Angeles County Fire Department Lifeguard instruction on increasing proactiveness in providing brand

awareness engagements on major holidays; notwithstanding emergency events which require District to suspend and/or cancel Brand Presence Activations.

3. **LICENSEE OBLIGATIONS.**

- a. LICENSEE agrees that it will not cause or permit the Logos or Trademarks covered by this Agreement to be used or exploited in any manner contrary to public morals, or which violates prevailing standards of good taste, or reflects unfavorably upon the good name, good will, reputation and image, in whole or in part, of LICENSOR.
- b. LICENSEE agrees to submit to LICENSOR for their prior written approval, all advertising, promotional television and radio commercials or any other display materials to be used by LICENSEE in connection with the Logos or Trademarks of LICENSOR. Such material shall be submitted not less than thirty (30) Business Days prior to its proposed release to the public.
- c. LICENSEE agrees to submit for prior written approval to the LICENSOR, the signage design, size, nature of material, and desired location on the Vehicles for LICENSEE's Name Identification Space.
- d. LICENSEE agrees not to use any Premium in connection with the rights herein granted unless prior written approval of such use has been obtained from LICENSOR.
- e. LICENSEE agrees not to manufacture any Premium using LICENSOR's Logos unless prior written approval has been granted by LICENSOR.
- f. If LICENSEE desires to sell or distribute for sale any Premium bearing the Logo(s) and/or Trademark(s) of LICENSOR, a separate licensing agreement shall be negotiated between LICENSOR and LICENSEE.
- g. LICENSEE agrees to submit for prior written approval to the LICENSOR, requests for interviewing LICENSOR's Lifeguard personnel.
- h. LICENSEE agrees to submit for approval all filmed material to LICENSOR prior to public dissemination and broadcast.

4. **CONSIDERATION.**

- a. Vehicles. During the Term of this Agreement, LICENSEE will make available to the District Forty-Five (45) Toyota Tacoma model trucks, Eighteen (18) Toyota Tundra Four-Wheel Drive Trucks, and Two (2) Sequoia Four-Wheel Drive Sport Utility Vehicles (collectively, "the Vehicles") to be used solely by the District in its lifeguard operations on the beach, pier, and associated facilities and as otherwise allowed under this Agreement. The Vehicles shall be selected solely by LICENSEE. Provision of the Vehicles is subject to the following:
 - i. Vehicle use agreement: The LICENSEE shall not charge, and LICENSOR shall not be obligated to pay, any fees for use of the Vehicles. The LICENSOR agrees that only Department authorized employees will be allowed to operate the Vehicles, and that any such employee shall: possess a valid and current driver's license issued in the United States; be at least 18 years of age; have successfully completed the Department's Beach Driving Awareness and/or Beach Driving

Operations training course; meets the Department's physical fitness requirements for operating a vehicle; and will be subject to the Department's Standards of Behavior and disciplinary process for any driving related infractions.

- ii. Replacement Schedule. Upon mutual written acceptance by LICENSOR and LICENSEE, Toyota entities will replace vehicles based on the "Major New Model Redesign Schedule", as determined by Toyota entities and consisting of a complete internal and external change (i.e. styling, engine, safety, technology, etc.) with a maximum model cycle of five (5) years. The replacement Vehicles shall be delivered upon completion of any Toyota Entities approved modifications (i.e. undercoating).
- iii. Operating Costs. Except as otherwise provided in this Agreement or the Vehicle Use Agreement, LICENSOR shall be solely responsible for all operating costs associated with the use and maintenance of the Vehicles.
- iv. License and Registration. The LICENSOR shall license and register each of the Vehicles and shall pay all required registration and license fees. LICENSEE will cooperate with the LICENSOR by providing any requested documentation to assist the LICENSOR in filing required documentation with the California State Department of Motor Vehicles as necessary to obtain E-plates.
- v. Drivers. The LICENSOR agrees that only LICENSOR authorized employees will be allowed to operate the Vehicles, and that any such employee shall: possess a valid and current driver's license issued in the United States; be at least 18 years of age; have successfully completed the LICENSOR's Beach Driving Awareness and/or Beach Driving Operations training course; meets the LICENSOR's physical fitness requirements for operating a vehicle; and will be subject to the LICENSOR's Standards of Behavior and disciplinary process for any driving related infractions.
- vi. Branding. The LICENSOR shall co-brand the Vehicles with the Logo and an acknowledgment of the Vehicles as the "Official Truck of the Los Angeles County Fire Department Lifeguards" and/or any of the designated names set forth in **Section 2.D** of this Agreement. Decals must be pre-approved by LICENSEE and LICENSEE will be responsible for providing any agreed-upon Toyota decals. The LICENSOR shall provide photographs of each Vehicle to LICENSEE once a Vehicle is decaled. The LICENSOR shall pay for decal production, installation and removal.
- vii. Service. The LICENSOR shall pay for the cost of regularly scheduled service for the Vehicles. The LICENSOR shall maintain documentation of all services performed. Notwithstanding the foregoing, LICENSEE will pay for all warranty repairs in accordance with the New Vehicle Limited Warranty as stated in the applicable owner's manual. The LICENSOR shall submit invoices to LICENSEE for reimbursement of such warranty repairs. The County shall pay for damage to the Vehicles beyond what is considered normal wear and tear, reasonable wear and tear based on operations in a beach environment excepted, such as body repairs or damage caused by misuse, neglect or incidents typically covered by automobile comprehensive or collision damage insurance policies, and/or arising

from a breach of this Agreement.

- viii. Maintenance. The LICENSOR will undertake, at its cost, all responsibilities of day-to-day maintenance required for the Vehicles so that each looks its best, including washing and vacuuming the Vehicles and detailing and steam cleaning the interior of the Vehicles as needed. The LICENSOR shall be responsible for the ordinary operating expenses associated with the Vehicles such as gas, oil, grease, tire repair and replacement and other incidentals.
- ix. Safety Equipment/Modifications. LICENSEE agrees that LICENSOR, in its discretion, may outfit vehicles with safety equipment, including but not limited to radios and light bars. However, LICENSOR shall not be responsible for any cost to repair vehicles modified to suit LICENSOR's Lifeguard needs and/or "wear and tear" associated with such modifications. The LICENSOR is responsible for the installation and removal of all Vehicle accessories, such as radios and light bars, racks, additional roof accessories, and tinting of windows of the Vehicles, that were not in or attached to the Vehicles at delivery (collectively, "Accessories"). All such installations must be removed prior to return of the Vehicles, all of the foregoing at the LICENSOR's sole cost. All such installations must (a) be in compliance with all applicable laws, rules and regulations, (b) not in any way impact, cover and/or otherwise impair the ability to view warnings affixed to the Vehicle (e.g., the warnings regarding the airbag system on the visor), or (c) not impact the safety or operational features of the Vehicle (i.e., not adversely impact visibility while operating the Vehicle, not impact in any way the compliance of the Vehicle with the Motor Vehicle Safety Act or other applicable Federal motor vehicle safety standards). The LICENSOR shall be solely responsible and liable for any Claims arising from installation of such Accessories.
- x. Use Agreement Extension. If the parties agree to extend this Agreement as outlined in Section 5 below, LICENSEE will replace said Vehicles every two (2) years for the term of the Agreement. The replacement Vehicles shall be delivered within sixty (60) days after the commencement of the third year, if LICENSEE chooses to extend this Agreement according to the provisions set forth in Section 6 below. In exchange, LICENSOR shall deliver to LICENSEE, forty-five (45) days after receipt of the replacement Vehicles, to the designated Toyota dealer locations all Vehicles then currently in use during the previous two (2) years and not purchased by LICENSOR.
- xi. Service Agreements. For any Vehicles purchased by LICENSOR, LICENSEE will offer to LICENSOR the right to purchase "Extended Service Contracts" routinely available for such vehicles through authorized Toyota dealers.
- xii. Vehicle Return. After mutual agreement from both parties, and with at least a twelve (12) month advance notification, LICENSOR agrees to return the Vehicles in the same condition as delivered, reasonable wear and tear based on operations in a beach environment excepted, to the designated Toyota dealer location within the timeframe agreed upon by both parties.

5. TERM.

- a. Original Term. This Agreement shall commence on June 1, 2020 and shall continue until June 1, 2021 (the "**Initial Term**"), unless sooner terminated as set forth in **Section** Error! Reference source not found. or otherwise as set forth in this Agreement. This Agreement shall automatically renew for successive (1) year terms thereafter (each a "Renewal Term") for up to two (2) Renewal Terms. Either party may terminate this Agreement upon One Hundred Twenty Days (120) days' notice to the other party prior to the beginning of any Renewal Term.
- b. Extension Options. An additional two one-year terms may be exercised provided that both parties agree to such term extension(s) and with written notice at least one hundred and twenty (120) days prior to the termination of this Agreement of the LICENSEE's intent to extend this Agreement.

6. BUY-OUT OPTION.

- a. At the termination of this Agreement by both parties, LICENSOR shall have the option to purchase any or all of the Vehicles due to be returned to LICENSEE as outlined in Section 4 at prices mutually agreed by both parties and/or LICENSEE's lease inception, but in no event later than at least twelve (12) months prior to the termination of this Agreement and any optional extension periods.
- b. If LICENSOR elects to exercise such buy out options, it must notify LICENSEE in writing at least twelve (12) months prior to the termination of this Agreement, and/or extension options, if exercised.

7. INDEMNIFICATION.

- a. LICENSEE agrees to defend, indemnify and hold harmless LICENSOR, the County of Los Angeles, the Board of Supervisors, and its officials, agents, employees, successors, and assigns from and against any and all claims, demands, obligations, causes of action and lawsuits and all damages, liabilities, fines, judgments , costs (including, without limitation, settlement costs), and expenses associated therewith (including, without limitation, the payment of reasonable attorney fees and disbursements), arising out of, related to or resulting from Sponsor's marketing and promotion of its designation and/or status as "Official Truck/Vehicle" and the "Official Vehicle Sponsor" of the Los Angeles County Fire Department Lifeguards , the Los Angeles County Fire Department Ocean Lifeguards and the Los Angeles County Fire Department Beach Lifeguards (or other such designation as allowed in Section 2), including but not limited to LICENSEE's activities in connection with Sponsor's Special Events, Premium distributions, wrongful use of Logo and Trademark(s), and all advertisement, promotional and display material, as well as Sponsor's rights granted in Sections 2 and 3 above. LICENSEE's indemnification shall extend to any claim of false or deceptive advertising and to the failure of LICENCEE or those acting under it, to comply with the terms and conditions of this Agreement. LICENSOR shall be reimbursed by LICENSEE for all costs and attorneys' fees incurred by LICENSOR in enforcing this obligation. LICENCEE will conduct all defense at its sole cost and expense and the LICENSOR shall approve selection of LICENSEE's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by Sponsor. All new vehicle warranties shall remain in effect and LICENSEE shall indemnify LICENSOR for all damages arising from

defect in the Vehicles as manufactured. LICENSEE shall defend, indemnify and hold harmless the LICENSOR, as well as its respective Board of Supervisors, and its officials, agents, employees, successors, and assigns against all liability for illegal competition or trade practices, common-law and/or statutory, which are based on the rights granted by LICENSOR pursuant to the terms of this Agreement.

- b. LICENSOR agrees to defend, indemnify and hold harmless the LICENSEE, its affiliated, subsidiary and parent companies and their respective officers, agents and employees, successors, and assigns from and against any and all claims, demands, obligations, causes of action and lawsuits and all damages, liabilities, fines, judgments, costs (including, without limitation, settlement costs), and expenses associated therewith (including, without limitation, the payment of reasonable attorney fees and disbursements), arising out of LICENSOR 's own use or possession of the Vehicles; the services performed or actions taken by LICENSOR, or those acting under it, in connection with this Agreement, including LICENSOR's use of the Vehicles in connection with the operation and management of any event or activity, including but not limited to any claims for damage, injury, liability, cost and/or death (including without limitation, attorneys' fees and costs and other Claims) that may occur while driver is operating and/or as a result of such driver operating the Vehicle; LICENSOR 's wrongful use of Logo and Trademark(s) and, the failure of LICENSOR, or those acting under it, to comply with the terms and conditions of this Agreement. However, LICENSOR shall not be responsible for any claims or damages arising solely from the gross negligence or willful misconduct of LICENSEE or for any damages or claims caused by a manufacturing defect in a Vehicle provided hereunder.

- b.1 District will conduct all defense at its sole cost and expense and the Sponsor shall approve selection of District's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by District.

8. INSURANCE.

LICENSOR shall provide and maintain throughout the term of this agreement the following insurance coverages:

LICENSOR is self-insured and will provide LICENSEE with a letter agreeing to provide full insurance coverage for all the Vehicles and any replacement Vehicles during the term of this Agreement in the amounts listed as follows:

| | |
|-------------------------------------|-----------------------------|
| Bodily Injury | \$ 1,000,000 per occurrence |
| Liability Property Damage liability | \$ 500,000 per occurrence |
| Medical Payments | \$ 2,000 per occurrence |
| Uninsured Motorists | \$ 15,000 per occurrence |
| Comprehensive Collision | Value of Vehicle |

The above will be satisfied by issuance of a Certificate of Self-Insurance for one million dollars (\$1,000,000) combined single limit coverage.

LICENSEE may terminate this Agreement effective immediately upon written notice to LICENSOR. In the event LICENSOR fails to provide or maintain the insurance stated immediately above.

LICENSEE shall have liability insurance which shall contain coverage limits not less than those stated below:

- a. Commercial General Liability Insurance with a combined single limit of liability of not less than:

| | |
|---|-------------|
| General Aggregate | \$2,000,000 |
| Products & Completed Operations Aggregate | \$2,000,000 |
| Personal Injury Each Person Limit | \$1,000,000 |
| Advertising Injury Each Person Limit | \$1,000,000 |
| Each Occurrence Limit | \$1,000,000 |

- b. Professional Liability Insurance with minimum limits of \$1,000,000 per each claim and \$3,000,000 aggregate.
- c. Commercial Automobile Insurance with a combined single limit of not less than \$1,000,000 each person and \$ 1,000,000 each occurrence.
- d. Commercial Umbrella Insurance providing excess liability over primary coverage of Employer's Liability, Commercial General Liability, Professional Liability and Commercial Automobile Liability in limits of not less than \$1,000,000 Each Occurrence and \$1,000,000 Aggregate.

9. TERMINATION WITH OR WITHOUT CAUSE.

LICENSEE shall have the right to terminate this Agreement in whole or in part, for cause, upon thirty (30) days prior written notice to LICENSOR for cause or without cause, upon one hundred twenty (120) days prior written notice to LICENSOR. Upon receipt of any termination notice, LICENSOR shall discontinue services on the date stated and to the extent specified in the notice. For cause" includes but is not limited to: (1) fraud, (2) a material breach of this Agreement, (3) where a party fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required, (4) a party that fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five working days after receipt of notice specifying such failure.

Upon the termination of this Agreement, or upon request of LICENSEE after a termination notice is provided, LICENSOR will surrender to LICENSEE all Vehicles, which are then in LICENSOR'S possession, within one hundred and twenty (120) days. In accordance with Section 9.0 of the **TOYOTA MOTOR SALES, U.S.A., INC. MOTOR VEHICLE LICENSE TO USE AGREEMENT**, LICENSOR shall return the Vehicle(s) to TMS/USA in the same condition as received, with reasonable wear and use accepted .Further, LICENSOR shall return all memoranda, notes, records, drawings, manuals, software, and all other materials which are the property of LICENSEE or which contain information which is proprietary to LICENSEE. LICENSOR will not retain any copies of any Confidential Information of Sponsor.

Despite LICENSOR'S best efforts, should LICENSOR be unable to procure and obtain substitute vehicles within one hundred twenty (120) days, LICENSEE will grant an additional

sixty (60) days for vehicle surrender, subject to written consent by LICENSEE.

LICENSEE shall remove any Logos, insignias or images that are proprietary of the LICENSOR once LICENSEE receives any surrendered Vehicle from LICENSOR. LICENSEE shall remove, cease to distribute and/or publicly broadcast any Logos, or LICENSOR insignias or proprietary materials and products upon termination of this Agreement.

10. RELEASES.

LICENSEE shall be responsible for obtaining all necessary consents including the written consent of LICENSOR employees featured in any filmed testimonials and LICENSOR expressly authorizes LICENSEE to obtain releases from its employees at LICENSEE's discretion. LICENSEE understands and agrees that the authorization given by LICENSOR in this Paragraph shall not be interpreted as a requirement that any LICENSOR employee give their consent. It is the sole responsibility of the LICENSEE to obtain any releases from any member of the public it has filmed during any filming. Such releases shall also include language which releases the County of Los Angeles, its directors, officers and employees.

11. SPONSOR MARKS

LICENSOR shall obtain written approval from LICENSEE prior to use of any LICENSEE logos, service marks, trade names or trademarks owned by LICENSEE and/or its affiliates (collectively, the "Sponsor Marks") by the LICENSOR or any of its respective agents, representatives, employees or contractors, except as otherwise specifically required in this Agreement. If LICENSEE grants its approval for the LICENSOR to use the Sponsor Marks pursuant to this Agreement, the Sponsor Marks shall be used only in the exact form, style and type expressly allowed by LICENSEE. The Sponsor Marks are and shall remain exclusively the property of LICENSEE (and/or its designated affiliates). The LICENSOR shall not, directly or indirectly, during the Term hereof or at any time thereafter, in any country (a) register or attempt to register, in any manner, any of the Sponsor Marks or (b) challenge the validity of any of the Sponsor Marks. The LICENSOR recognizes LICENSEE'S exclusive ownership of the Sponsor Marks. The LICENSOR shall not use the Sponsor Marks in any way which would tend to aid any competitor of LICENSEE, or in any other manner that would bring the same (or its products) into public disrepute, contempt, scorn or ridicule or tend to shock, insult or offend the community, public morals or decency. The LICENSOR shall not use the Sponsor Marks to incur any obligation or indebtedness on behalf of LICENSEE or to hold itself out as being or representing LICENSEE or any of its affiliates. The obligations of the LICENSOR under this paragraph will survive expiration or termination of this Agreement.

12. DEFAULT; REMEDIES

A. The following events shall constitute an Event of Default ("Event of Default") under this Agreement be voluntary or involuntary or shall result from the operation of applicable laws, rules or regulations or shall be pursuant to or in compliance with any judgment, decree or order of any court of competent jurisdiction:

(1) Either party fails to cause to be carried and maintained the insurance required under Section 9 hereof;

(2) Either party shall make any material misrepresentation or shall breach any warranty made herein;

(3) Either party shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief under any bankruptcy, insolvency or similar law, or shall make a general assignment for the benefit of creditors, or shall have an involuntary case or other proceeding instituted against it seeking similar relief;

(4) Either party shall otherwise fail to perform or observe any other covenant or condition set forth herein and such failure shall continue unremedied for a period of thirty (30) days after the receipt of written notice thereof from the nondefaulting party; or

(5) Either party should commit an act, which brings its name into disrepute, or otherwise substantially diminishes the value of the Sponsorship association for the other party.

- B. Upon the occurrence of an Event of Default, and at any time thereafter so long as the same shall be continuing, the nondefaulting party may declare, at its option, this Agreement to be in default and: (1) may immediately terminate this Agreement without any liability whatsoever; (2) may seek enforcement by appropriate court action of the terms hereof and recover damages for the breach hereof; (3) may exercise any other right or remedy available to it under law or in equity; or (4) may seek any permitted combination of such remedies. No remedy is intended to be exclusive, but each shall be cumulative and the exercise of any such remedy shall not preclude the simultaneous or later exercise of any other remedy.

13. NOTICES

All notices and statements to be given hereunder shall be given at the respective addresses of the parties as set forth below, unless notification of a change of address is given in writing. Any notice shall be sent by registered or certified mail or by a nationally recognized courier service and shall be effective upon receipt. LICENSEE shall maintain an address within California as the address to which such notice shall be given. LICENSEE shall designate an agent with a California address to accept service of process. The addresses for notice and agents for service of process are:

LICENSOR: Los Angeles County Fire Department
1320 North Eastern Avenue
Los Angeles, CA 90063-3294
Attn: Daryl L. Osby

LICENCEE: Toyota Motor Sales, U.S.A., Inc.
Los Angeles Region
2 Banting
Irvine, CA 92618
Attn: Regional Marketing Manager

SCTDA: Southern California Toyota Dealers Association
c/o Davis Elen Advertising
865 S. Figueroa Street Los Angeles, CA 90017
Attn: Jennifer Lin, Vice President
Phone[Title]: (213) 688-7014

Fax: (213) 688-7009

Agent for
Service of Process: CT Corporation System
818 West Seventh Street
Los Angeles, CA 90017

14. INDEPENDENCE

The parties shall at all times act independently. Nothing contained in this Agreement shall be construed to make one party the partner, joint venture, principal, agent, or employee of the other party hereto.

15. ASSIGNMENT

Neither party shall not have the right to assign or delegate any of its rights or obligations hereunder to an unrelated third party without the prior written consent of the other party.

16. NO WAIVER.

None of the terms of this Agreement can be waived or modified except by an express agreement in writing signed by both parties. The failure of either party hereto to enforce, or the delay by either party in enforcing, any of its rights under this Agreement shall not be deemed to be a continuing waiver or a modification thereof.

17. GOVERNING LAW AND VENUE.

This Agreement shall be governed by and construed in accordance with the laws of the State of California in all respects, including jurisdiction and venue, and enforced in the courts of the State of California.

18. COMPLIANCE WITH LAWS.

LICENSOR and LICENCEE shall fully obey and comply with all laws, ordinances, resolutions, and administrative regulations which are applicable to any work performed under this agreement.

19. AMENDMENT OF AGREEMENT

No waiver or modification of any language in this Agreement shall be valid unless in writing and duly executed by both parties. Only nonmaterial Amendments to the Agreement which do not materially change the scope of the Agreement increase the LICENSOR'S financial responsibility or impose additional liability on the LICENSOR, may be executed without approval of the Board of Supervisors and all must be in writing and shall not be effective unless and until executed by LICENSEE and the LICENSOR.

- REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be duly executed below as of the day and year first above written.

LICENSEE:

TOYOTA MOTOR SALES, U.S.A., INC.

By: _____
Shawn Domeracki
General Manager
Los Angeles Region

DAVIS ELEN ADVERTISING as agent for the
SOUTHERN CALIFORNIA TOYOTA
DEALERS ASSOCIATION

By: _____
Jennifer Lin
Vice President

LICENSOR:

**CONSOLIDATED FIRE PROTECTION
DISTRICT FOR LOS ANGELES COUNTY**

Daryl L. Osby
Los Angeles County Fire Chief

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Jenny P. Tam
Senior Deputy County Counsel

PROCUREMENT AUTHORIZATION

TOYOTA MOTOR SALES, U.S.A., INC.

| |
|----------------------|
| TMS CONTRACTS |
| REVIEWED |
| |
| |

**TOYOTA MOTOR SALES, U.S.A., INC.
MOTOR VEHICLE LICENSE TO USE AGREEMENT**

This Motor Vehicle License to Use Agreement ("**Agreement**") is effective upon the execution of the License Agreement, between Toyota Motor Sales, U.S.A., Inc., a California Corporation ("**TMS/USA**") and the entity or individual identified below and terminates upon termination of the License Agreement. This Use Agreement is intended to supplement the following agreement: License Agreement dated June 1, 2020 between the **CONSOLIDATED FIRE PROTECTION DISTRICT FOR LOS ANGELES COUNTY**, having a place of business at 1320 North Eastern Avenue, Los Angeles, CA 90063-3294, hereinafter referred to as "**District**," on the one hand and **TOYOTA MOTOR SALES, U.S.A., INC.**, whose principal place of business is 19001 South Western Avenue, Torrance, CA 90501 ("**TMS/USA**") and **SOUTHERN CALIFORNIA TOYOTA DEALERS ASSOCIATION**, a California corporation ("**SCTDA**") (License Agreement"). To the extent any terms hereof conflict with the terms of the License Agreement, the terms of the License Agreement govern.

I. VEHICLES BORROWED

- 1.1 TMS/USA hereby lends to the District the vehicle(s) described on **Exhibit# 1** attached hereto and incorporated herein by reference (the "Vehicle(s)"). The term "Vehicle(s)" includes all original vehicle equipment, jacks, lug wrenches, spare wheels and tires, tool kits and owners' manuals. The Vehicle(s) are certified as compliant with the Federal Motor Vehicle Safety Standards ("FMVSS") and may be driven on public roads and highways and on such other roads or areas where the District conducts its operations, including but not limited to on beaches and piers within Los Angeles County ("Unrestricted Use Vehicle").

II. PERMITTED USERS

A. District represents and warrants that:

1. Only District's employees or other individuals that TMS/USA has specifically agreed in writing may operate the Vehicle(s) (collectively referred to as "Permitted Users") will operate the Vehicle(s).
2. All Permitted Users will:
 - a. Have a current and valid driver's license issued in the United States;
 - b. Acknowledge and understand all of the restrictions on the use, operation and possession of the Vehicle(s) set forth in this agreement; and
 - c. Satisfy any other requirements as agreed in writing by TMS/USA and District.
3. All Permitted Users can see and hear well enough to operate a motor vehicle properly and safely. All Permitted Users will wear any eyewear or hearing apparatus required to operate a motor vehicle properly and safely at any time he/she or a Permitted User operates the Vehicle(s).

4. All Permitted Users will operate the Vehicle(s) in a safe manner, observing all traffic laws and will follow instructions, recommendations and cautions of the representative of TMS/USA at all times, whether or not on public streets.
5. District will not allow any Permitted User to operate the Vehicles(s) while under the influence of any intoxicants, narcotics, prescription medicine, or other drug or substance which could impair his or her ability to operate the Vehicle(s).
6. District will not allow any Permitted User who has any physical or mental condition which would make participation in a driving activity an undue risk to Permitted User, the Vehicle(s) or other third parties to operate the Vehicle(s) and
7. District shall be responsible for all acts or omissions of any Permitted User and/or providing the Vehicle(s) to other than Permitted Users.

III. PERMITTED USES

- A. The Vehicle(s) shall not be removed from the continental United States, unless approved in writing and in advance by TMS/USA.
- B. The Vehicle(s) shall be used solely by the District in its lifeguard and lifeguard beach operations on the beach, pier and associated beach facilities or as otherwise specified in the License Agreement or approved in writing.
- C. No smoking will be permitted in the vehicle(s).
- D. District shall not permit the Vehicle(s) to become subject to any lien, charge or encumbrance.
- E. District agrees to pay all storage, traffic and parking charges and fines associated with the use, operation or possession of the Vehicle(s) between the time each Vehicle is delivered to District and until it is returned to TMS/USA pursuant to the terms of this Agreement.
- F. The Vehicle(s) shall not be used or operated in a negligent, improper or unsafe manner, or in violation of any Law, or in any manner as to void any insurance covering same.
- G. The Vehicle(s) shall not be used in any race or competitive event, unless TMS/USA has provided its express written permission, for hire or as a public conveyance, or to pull trailers exceeding the manufacturer's towing recommendations.

IV. INSURANCE AND RELATED REQUIREMENTS

District is self-insured and will provide TMS/USA with a letter agreeing to provide full insurance coverage for all Vehicles provided hereunder and any replacement Vehicles during the Term of this Agreement in the following amounts:

| | |
|---------------------------|----------------------------|
| Bodily Injury Liability | \$1,000,000 per occurrence |
| Property Damage Liability | \$500,000 per occurrence |
| Medical Payments | \$2,000 per occurrence |

| | |
|-------------------------|-------------------------|
| Uninsured Motorists | \$15,000 per occurrence |
| Comprehensive Collision | Value of Vehicles |

V. LICENSE PLATES AND REGISTRATION

If required by Laws, the Vehicle(s) subject to this Agreement shall bear exempt license plates. District shall have responsibility for properly registering and plating the Vehicles.

The District shall be permitted to modify the Vehicles in accordance with the applicable provisions of the License Agreement. No additional modifications or alterations shall be made to the Vehicle(s) unless agreed to by TMS/USA in writing.

VII. MAINTENANCE

- A. Except as otherwise specifically provided herein, District shall, at all times and at its expense, keep the Vehicle(s) in good working order, condition and repair. An agreed upon maintenance schedule shall be negotiated by the parties in good faith.
- B. All service, parts, materials and repairs in connection with the use and operation of the Vehicle(s) during the lease term hereof not covered above, including but not limited to gasoline, oil, batteries, tires, tubes, repairs or maintenance arising from any misuse or negligent use of the Vehicle(s), and/or towing are at District's expense.
- C. All maintenance services will be conducted at an authorized Toyota dealer.
- D. To the extent any Vehicle(s) is/are subject to maintenance and/or repair not provided by an authorized Toyota dealer, the following terms apply:
 1. District must advise TMS/USA in writing prior to undertaking any such maintenance and/or repair, including the identification of the persons and/or companies intending to undertake the maintenance and/or repair;
 2. All such maintenance and repairs must satisfy all Toyota standards, as applicable to the model vehicle involved, and all applicable Laws;
 3. TMS/USA shall have the right (but not the obligation) to inspect such maintenance and/or repair to assure, to District's satisfaction, that the maintenance and/or repair satisfies all Toyota standards and all applicable Laws; and
 4. If the maintenance and/or repair of any of the Vehicle(s) does not satisfy Toyota standards and/or applicable Laws, as determined by TMS/USA, TMS/USA, at District's expense, reserves the right to undertake such maintenance and/or repair, and/or corrections thereof, to assure that the Vehicle(s) satisfy(ies) all Toyota standards (as applicable) and comply(ies) with all applicable Laws.

VIII. DAMAGE REPORTING

District shall inspect the Vehicle(s) upon delivery. The Vehicle(s) will be assumed to have arrived in satisfactory condition unless otherwise noted in writing at the time of initial delivery.

IX. TERMINATION

- A. This Agreement is effective as of the effective date set forth in the License Agreement and District may use the Vehicle(s) until termination of the License Agreement whereupon this Agreement shall expire, unless terminated earlier due to a breach hereof or a breach of the License Agreement, if applicable.
- B. District shall return the Vehicle(s) to TMS/USA in the same condition as received, reasonable wear and use excepted. Such reasonable wear and use shall take into account use of the Vehicles in the District's lifeguard and lifeguard beach operations on the beach, pier and associated beach facilities as contemplated in the License Agreement.

X. VEHICLE SURRENDER

- A. District has no ownership interest in the Vehicle(s).
- B. If District is in violation of this Agreement, TMS/USA or its representatives may take possession of the Vehicle(s) after having provided the District with one hundred twenty (120) days' notice so long as TMS/USA or its representatives does so lawfully and peacefully.

Despite LICENSOR'S best efforts, should LICENSOR be unable to procure and obtain substitute vehicles within one hundred twenty (120) days, LICENSEE will grant an additional sixty (60) days for vehicle surrender, subject to written consent by LICENSEE.

1. To take the Vehicle(s), TMS/USA or its representatives can enter District's property or the property where the Vehicle(s) is/are stored, so long as TMS/USA or its representatives enter the property and take the Vehicle(s) lawfully and peacefully.

2. If there is any personal property in the Vehicle(s), such as clothing, TMS/USA or its representatives may store same at District's expense or dispose of said personal property in accordance with applicable Law.

- C. The rights and remedies of TMS/USA hereunder are not exclusive, but are in addition to any other rights or remedies provided under Law or at equity.

XII. WARRANTIES AND REPRESENTATIONS

THERE ARE NO WARRANTIES, PROMISES, OR REPRESENTATIONS, EXPRESS OR IMPLIED, BY TMS/USA TO DISTRICT WITH RESPECT TO THE VEHICLE (S), EXCEPT AS SPECIFICALLY CONTAINED IN THE EXPRESS WRITTEN LIMITED WARRANTIES IN EACH VEHICLE'S OWNER'S GUIDE. TMS/USA SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO DISTRICT OR ANY OTHER PERMITTED USER, NOR TO ANYONE ELSE, OF ANY KIND AND HOWSOEVER CAUSED, WHETHER BY THE VEHICLE(S), OR THE REPAIR, MAINTENANCE

OR EQUIPMENT THEREOF, OR BY ANY FAILURE THEREOF, OR INTERRUPTION OF SERVICE OR USE OF THE VEHICLE(S), EXCEPT TO THE EXTENT SPECIFICALLY SET FORTH IN THE EXPRESS WRITTEN LIMITED WARRANTIES IN EACH VEHICLE'S OWNER'S GUIDE OR TO THE EXTENT ARISING SOLELY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF TMS/USA. UNDER NO CIRCUMSTANCES SHALL TMS/USA BE RESPONSIBLE OR LIABLE FOR ANY CONSEQUENTIAL DAMAGES, LOSS OF BUSINESS OR ANTICIPATED PROFITS. THERE ARE NO OTHER REPRESENTATIONS OR STATEMENTS REGARDING THE VEHICLE(S), AND THERE ARE NO IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, NO WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE OR USE NOR ANY WARRANTY OF MERCHANTABILITY.

XIII. WAIVER AND RELEASE

District acknowledges that driving-related activities may be HAZARDOUS and that serious and/or mortal personal injuries and/or damages may be sustained. KNOWING THE RISKS, NEVERTHELESS, District hereby AGREES TO ASSUME FULL AND COMPLETE RESPONSIBILITY FOR, AND RISK OF, BODILY INJURY, DEATH, PROPERTY DAMAGE OR ANY OTHER TYPE OR KIND OF INJURY OR DAMAGE that occurs. However, District shall not be responsible for any claims or damages arising solely from the gross negligence or willful misconduct of TMS/USA or for any damages or claims caused by a manufacturing defect in a Vehicle provided hereunder.

XIV. NO ASSIGNMENT

District shall not assign, transfer (other than to Permitted Users as specifically allowed under Section II hereof), sublet, pledge, or encumber any of its rights or obligations under this Agreement, or the Agreement itself, and any such attempt shall be void.

XV. DEFAULT

A. Time is of the essence of this Agreement.

B. In addition to any other terms hereunder, on the happening of any of the following, TMS/USA, at its option may, by written notice to District, declare this Agreement in default:

1. Commencement by or against District of any insolvency, bankruptcy, or receivership proceedings;
2. District taking advantage of any Laws for the benefit of debtors;
3. Execution or levy issuing against District or District's effects; or
4. Default by District or any Permitted User in the performance of any of its obligations hereunder (including without limitation failure to retain the insurance coverages as required hereunder or failure to provide adequate evidence of same to TMS/USA) and/or, if applicable, under any Master Services Agreement, Statement of Work, Promotional Agreement or Sponsorship Agreement.

C. Within one hundred twenty (120) days of having been provided with notice of default by TMS/USA and providing that such default has not been cured by the District the District shall surrender the Vehicles to TMS/USA. Despite LICENSOR'S best efforts, should LICENSOR be unable to procure and obtain substitute vehicles within one hundred twenty (120) days, LICENSEE will grant an additional sixty (60) days for vehicle surrender, subject to written consent by LICENSEE.

D. On default, District and District's successor in interest, whether by operation of Law or otherwise, and any Permitted User, shall have no right, title, or interest in the Vehicle(s),

or the right to possession or use thereof.

E. The rights and remedies of TMS/USA hereunder are not exclusive, but cumulative and in addition to all other rights and remedies provided under Law or at equity.

XVI. WAIVER

A. TMS/USA's failure to insist upon the strict performance of this Agreement, or to exercise any right or remedy, shall not be considered a waiver of TMS/USA's right to insist upon strict performance of this Agreement or a waiver of any right or remedy with respect to any existing or subsequent breach or default.

No waiver shall be effective unless made in writing and signed by an authorized representative of TMS/USA.

C. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior or subsequent breach of the same, or any prior, concurrent or subsequent breach of any other, provisions of this Agreement.

XVII. RELATIONSHIP OF PARTIES

This Agreement is not intended to, and shall not, create in any manner whatsoever a principal agent, employer-employee, master-servant, partnership, nor joint venture relationship between the TMS/USA and District.

XVIII. SEVERABILITY

If any provision herein is held to be invalid, it shall be considered amended to conform to existing Laws, and it shall not invalidate the remaining provisions of this Agreement.

XIX. GOVERNING LAW

The terms of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California without regard to conflicts of law principles thereof.

XX. HEADINGS

The headings found in this Agreement are solely for convenience of reference only and shall not constitute a part of this Agreement nor be given any substantive effect.

XXI. NOTICES

Notices provided for hereunder shall be given in writing and shall be sent by first-class mail, postage prepaid, overnight delivery or personal service to the addresses of the District and TMS/USA, as contained in this Agreement. Notice shall be deemed to have occurred upon receipt or refusal thereof. District shall notify TMS/USA of any address change immediately.

IN WITNESS WHEREOF, the parties hereto have caused this Use Agreement to be duly executed below as of the day and year first above written

LICENSEE:

TOYOTA MOTOR SALES, U.S.A., INC.

By: _____
Shawn Domeracki
General Manager
Los Angeles Region

DAVIS ELEN ADVERTISING as agent for the
SOUTHERN CALIFORNIA TOYOTA
DEALERS ASSOCIATION

By: _____
Jennifer Lin
Vice President

LICENSOR:

**CONSOLIDATED FIRE PROTECTION
DISTRICT FOR LOS ANGELES COUNTY**

Daryl L. Osby
Los Angeles County Fire Chief

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Jenny P. Tam
Senior Deputy County Counsel

PROCUREMENT AUTHORIZATION

TOYOTA MOTOR SALES, U.S.A., INC.

| |
|----------------------|
| TMS CONTRACTS |
| REVIEWED |
| |
| |

EXHIBIT #1
VEHICLE(S)
BORROWED

| | Model | Vehicle Identification Number (VIN) | Exterior Color | | Cash Value |
|----|-------|-------------------------------------|----------------|---------------|-------------|
| 1 | 7594C | 3TMLU4ENXFM184513 | 3R3-13 | Barcelona Red | \$35,178.00 |
| 2 | 7594C | 3TMLU4EN9FM184647 | 3R3-13 | Barcelona Red | \$35,178.00 |
| 3 | 7594C | 3TMLU4EN8FM184834 | 3R3-13 | Barcelona Red | \$35,178.00 |
| 4 | 7594C | 3TMLU4EN3FM184904 | 3R3-13 | Barcelona Red | \$35,178.00 |
| 5 | 7594C | 3TMLU4EN5FM184189 | 3R3-13 | Barcelona Red | \$35,178.00 |
| 6 | 7594C | 3TMLU4EN7FM184145 | 3R3-13 | Barcelona Red | \$35,178.00 |
| 7 | 7594C | 3TMLU4EN5FM184970 | 3R3-13 | Barcelona Red | \$35,178.00 |
| 8 | 7594C | 3TMLU4EN1FM184660 | 3R3-13 | Barcelona Red | \$35,178.00 |
| 9 | 7594C | 3TMLU4EN9FM184681 | 3R3-13 | Barcelona Red | \$35,178.00 |
| 10 | 7594C | 3TMLU4EN4FM184782 | 3R3-13 | Barcelona Red | \$35,178.00 |
| 11 | 7594C | 3TMLU4ENXFM184043 | 3R3-13 | Barcelona Red | \$35,178.00 |
| 12 | 7594C | 3TMLU4EN7FM184467 | 3R3-13 | Barcelona Red | \$35,178.00 |
| 13 | 7594C | 3TMLU4EN9FM185104 | 3R3-13 | Barcelona Red | \$35,178.00 |
| 14 | 7594C | 3TMLU4EN7FM185070 | 3R3-13 | Barcelona Red | \$35,178.00 |
| 15 | 7594C | 3TMLU4ENXFM185614 | 3R3-13 | Barcelona Red | \$35,178.00 |
| 16 | 7594C | 3TMLU4EN5FM185925 | 3R3-13 | Barcelona Red | \$35,178.00 |
| 17 | 7594C | 3TMLU4ENXFM186357 | 3R3-13 | Barcelona Red | \$35,178.00 |
| 18 | 7594C | 3TMLU4EN5FM186590 | 3R3-13 | Barcelona Red | \$35,178.00 |
| 19 | 7594C | 3TMLU4EN5FM187142 | 3R3-13 | Barcelona Red | \$35,178.00 |
| 20 | 7594C | 3TMLU4EN7FM187370 | 3R3-13 | Barcelona Red | \$35,178.00 |
| 21 | 7594C | 3TMLU4EN9FM187810 | 3R3-13 | Barcelona Red | \$35,178.00 |
| 22 | 7594C | 3TMLU4EN9FM187497 | 3R3-13 | Barcelona Red | \$35,178.00 |
| 23 | 7594C | 3TMLU4EN5FM187027 | 3R3-13 | Barcelona Red | \$35,178.00 |
| 24 | 7594C | 3TMLU4ENXFM187170 | 3R3-13 | Barcelona Red | \$35,178.00 |
| 25 | 7594C | 3TMLU4EN3FM187236 | 3R3-13 | Barcelona Red | \$35,178.00 |
| 26 | 7594C | 3TMLU4ENXFM188397 | 3R3-13 | Barcelona Red | \$35,178.00 |
| 27 | 7594C | 3TMLU4EN0FM188618 | 3R3-13 | Barcelona Red | \$35,178.00 |
| 28 | 7594C | 3TMLU4EN4FM188220 | 3R3-13 | Barcelona Red | \$35,178.00 |

| | | | | | |
|----|-------|-------------------|--------|---------------|-------------|
| 29 | 7594C | 3TMLU4EN3FM187897 | 3R3-13 | Barcelona Red | \$35,178.00 |
| 30 | 7594C | 3TMLU4EN9FM188150 | 3R3-13 | Barcelona Red | \$35,178.00 |
| 31 | 7544C | 3TMCZ5AN4KM255440 | 3R3-14 | Barcelona Red | \$37,513.40 |
| 32 | 7544C | 3TMCZ5ANXKM252963 | 3R3-15 | Barcelona Red | \$37,513.40 |
| 33 | 7544C | 3TMCZ5AN1KM244377 | 3R3-16 | Barcelona Red | \$37,513.40 |
| 34 | 7544C | 3TMCZ5AN2KM244369 | 3R3-17 | Barcelona Red | \$37,513.40 |
| 35 | 7544C | 3TMCZ5AN3KM248771 | 3R3-18 | Barcelona Red | \$37,513.40 |
| 36 | 7544C | 3TMCZ5AN0KM248310 | 3R3-19 | Barcelona Red | \$37,513.40 |
| 37 | 7544C | 3TMCZ5AN7KM247932 | 3R3-20 | Barcelona Red | \$37,513.40 |
| 38 | 7544C | 3TMCZ5AN4KM249489 | 3R3-21 | Barcelona Red | \$37,513.40 |
| 39 | 7544C | 3TMCZ5AN1KM250048 | 3R3-22 | Barcelona Red | \$37,513.40 |
| 40 | 7544C | 3TMCZ5AN3KM250892 | 3R3-23 | Barcelona Red | \$37,513.40 |
| 41 | 7544C | 3TMCZ5AN7KM250474 | 3R3-24 | Barcelona Red | \$37,513.40 |
| 42 | 7544C | 3TMCZ5AN7KM250815 | 3R3-25 | Barcelona Red | \$37,513.40 |
| 43 | 7544C | 3TMCZ5AN6KM251308 | 3R3-26 | Barcelona Red | \$37,513.40 |
| 44 | 7544C | 3TMCZ5AN1KM252429 | 3R3-27 | Barcelona Red | \$37,513.40 |
| 45 | 7544C | 3TMCZ5ANXKM252008 | 3R3-28 | Barcelona Red | \$37,513.40 |
| 46 | 8341C | 5TFUY5F16FX463574 | 3R3-13 | Barcelona Red | \$40,165.00 |
| 47 | 8341C | 5TFUY5F15FX463646 | 3R3-13 | Barcelona Red | \$40,165.00 |
| 48 | 8341C | 5TFUY5F18FX464533 | 3R3-13 | Barcelona Red | \$40,165.00 |
| 49 | 8341C | 5TFUY5F10FX464221 | 3R3-13 | Barcelona Red | \$40,165.00 |
| 50 | 8341C | 5TFUY5F14FX463654 | 3R3-13 | Barcelona Red | \$40,165.00 |
| 51 | 8341C | 5TFUY5F16FX463994 | 3R3-13 | Barcelona Red | \$40,165.00 |
| 52 | 8341C | 5TFUY5F1XFX463349 | 3R3-13 | Barcelona Red | \$40,165.00 |
| 53 | 8341C | 5TFUY5F12FX464026 | 3R3-13 | Barcelona Red | \$40,165.00 |
| 54 | 8341C | 5TFUY5F11FX465054 | 3R3-13 | Barcelona Red | \$40,165.00 |
| 55 | 8341C | 5TFUY5F17FX464748 | 3R3-13 | Barcelona Red | \$40,165.00 |
| 56 | 8341C | 5TFUY5F16FX466149 | 3R3-13 | Barcelona Red | \$40,165.00 |
| 57 | 8341C | 5TFUY5F1XFX465649 | 3R3-13 | Barcelona Red | \$40,165.00 |
| 58 | 8341C | 5TFUY5F18FX464791 | 3R3-13 | Barcelona Red | \$40,165.00 |
| 59 | 8341C | 5TFUY5F11FX465099 | 3R3-13 | Barcelona Red | \$40,165.00 |
| 60 | 8341C | 5TFUY5F18FX466024 | 3R3-13 | Barcelona Red | \$40,165.00 |
| 61 | 8341C | 5TFUY5F1XFX466235 | 3R3-13 | Barcelona Red | \$40,165.00 |
| 62 | 8341C | 5TFUY5F11FX465698 | 3R3-13 | Barcelona Red | \$40,165.00 |
| 63 | 8341C | 5TFUY5F16FX466040 | 3R3-13 | Barcelona Red | \$40,165.00 |
| 64 | 7919A | 5TDBY5G19FS121516 | 040-13 | Super White | \$49,465.00 |
| 65 | 7919A | 5TDBY5G16FS121358 | 040-13 | Super White | \$49,465.00 |

\$2,324,433.00